

TURKISH LAW OF OBLIGATIONS

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PART ONE

General provisions

FIRST PART

Sources of Debt Relationship

FIRST SECTION

Contractual Debt Relations

A. Establishment of the contract

I. Statement of will

1. In general

ARTICLE 1- The contract, the will of the parties mutually and in accordance with each other.
established with explanations.

The will statement may be explicit or implicit.

2. Second-order points

ARTICLE 2- If the parties agree on the essential points of the contract, the contract is deemed to have been concluded even if the secondary points are not emphasized.

If there is no agreement on the secondary points, the judge decides the dispute by looking at the nature of the work.

Provisions regarding the form of contracts are reserved.

II. Suggestion and acceptance

1. Timed recommendation

ARTICLE 3- The person proposing to conclude a contract by determining a period for acceptance is bound by his proposal until the expiry of this period.

If the acceptance does not reach him within this period; The proposer gets rid of allegiance with his proposal.

2. Indefinite recommendation

a. Among those ready

ARTICLE 4- A proposal made to a person who is ready without a time limit for acceptance is immediately if not accepted; The proposer gets rid of allegiance with his proposal.

Suggestions made during direct communication with means of communication such as telephone and computer are deemed to have been made among those who are ready.

b. Among the unprepared

ARTICLE 5- A proposal made to a person who is not ready without a time limit for acceptance binds the proposer until a timely and duly sent response can be expected.

The proposer may consider his proposal to have arrived on time.

A timely acceptance reaches the proposer late, and the proposer must be bound by it.
If he does not want to, he must immediately notify the acceptor of the situation.

3. Implicit acceptance

ARTICLE 6- If the proposer is not obliged to wait for an explicit acceptance due to the law or the nature of the business or the situation, the contract is deemed to have been concluded unless the proposal is rejected within a suitable time.

4. Shipment of non-bespoke

ARTICLE 7- Sending something that has not been ordered is not considered a suggestion. The person who receives this thing is not obliged to return it or keep it.

5. Non-binding recommendation and public recommendation

ARTICLE 8- If the proposer clearly states that his/her right not to be bound by his/her proposal is reserved, or if it is understood that he/she does not intend to be bound by the nature of the work or due to the situation, his/her proposal shall not bind him/herself.

Displaying the goods by showing the price or sending the tariff, price list or the like is considered an offer unless the contrary is clearly and easily understood.

6. Promise rewards by posting

ARTICLE 9- By announcing that it will award a reward for the realization of a result.
The announcer is responsible for keeping his word.

If the prize giver breaks his promise before the result is realized or prevents the result from happening, he is obliged to pay the expenses made in accordance with the rules of honesty. However, the sum of the expenses to be paid to one or more individuals does not determine the value of the award.

cannot exceed.

Expected outcome of those who promise rewards and demand payment of their expenses
If it proves that they cannot do it, they are relieved of their obligation to pay the expenses.

7. Withdrawal of proposal and acceptance

ARTICLE 10- If the withdrawal statement reaches the other party before or at the same time as the proposal, or if it reaches the other party afterward but is learned by the other party before the proposal, the proposal is deemed not made.

This rule also applies to withdrawal of acceptance.

III. The moment of validity of the contract between those who are not ready

ARTICLE 11- Contracts concluded between those who are not ready take effect starting from the moment the acceptance is sent.

Where explicit acceptance is not required, the contract takes effect from the moment of receipt of the proposal.

B. Form of contracts

I. General rule

ARTICLE 12- The validity of contracts is not dependent on any form, unless otherwise stipulated by law.

The form envisaged for contracts in the law is the form of validity as a rule. Contracts concluded without complying with the prescribed form shall not be valid.

II. written form

1. Legal form

a. Scope

ARTICLE 13- It is obligatory to comply with the written form in the amendment of a contract stipulated to be made in written form by the law. However, supplementary clauses that do not contradict the text of the contract are excluded from this rule.

This rule also applies to forms of validity other than written form.

b. Elements of

ARTICLE 14- In the contracts stipulated to be made in writing, signatures are required.

Unless otherwise stipulated by law, a signed letter, a telegram, the originals of which are signed by the borrowers, faxes or similar communication tools, provided that they are confirmed, or texts that can be sent and stored with a secure electronic signature are also considered written forms.

c. Signature

ARTICLE 15- The signature must be in the handwriting of the debtor. Trustworthy electronic signature also bears all the legal consequences of a handwritten signature.

Signing by a means other than handwriting can only be accepted as customary. It is considered sufficient in cases and especially for signing a large number of issued negotiable documents.

(Amended paragraph: 13/2/2011-6111/213 art.) Witnesses are sought in the signatures of the visually impaired, upon their request. Otherwise, it is sufficient for the visually impaired to put their signatures in handwriting.

D. Signs replacing signature

ARTICLE 16- Those who cannot sign, should be duly approved instead of signature. provided that they can use a fingerprint, a hand-made sign or a seal.

Provisions regarding bills of exchange are reserved.

2. Voluntary shape

ARTICLE 17- A contract that is not bound by law is determined by the parties in a certain way.

If it has been decided to make a contract, the contract that is not made in the determined way does not bind the parties.

If the written form is agreed without any determination, the provisions regarding the legal written form apply.

C. Debt recognition

ARTICLE 18- Even if it does not include the reason for the debt, the recognition of debt is valid.

D. Interpretation of contracts, collusive transactions

ARTICLE 19- In determining and interpreting the type and content of a contract, the real and common will of the parties is taken as a basis, regardless of the words they use by mistake or to hide their true purpose.

The debtor is obliged to the third party who has won the debt by relying on a written debt recognition.
cannot defend against the fact that this transaction is collusive.

E. General trading conditions

I. In general

ARTICLE 20- General transaction conditions are the provisions of the contract that the issuer prepares alone and presents to the other party in order to be used in many similar contracts in the future. The inclusion, scope, type and form of these conditions in the text or annex of the contract are not important for qualification.

The fact that the texts of the contracts drawn up for the same purpose are not identical,
It does not prevent the provisions contained in it from being considered as a general transaction condition.

The records indicating that each of these conditions, which are placed in a contract containing general terms of operation or in a separate contract, are accepted after discussion, do not, by themselves, exclude them from being general terms of transaction.

Provisions related to general transaction conditions are also applied to contracts drawn up by individuals and organizations that carry out the services they provide with the permission given by the law or the competent authorities, regardless of their qualifications.

II. Scope

1. Do not count unwritten

ARTICLE 21- General transaction conditions contrary to the interests of the other party to be included in the scope of the contract depend on the fact that the organizer clearly informs the other party about the existence of these conditions during the conclusion of the contract, provides the opportunity to learn the content of these conditions, and that the other party accepts these conditions. Otherwise, the general trading conditions are deemed not written.

General transaction conditions that are unfamiliar to the nature of the contract and the nature of the business.
considered unwritten.

2. The effect of being considered unwritten on the contract

ARTICLE 22- The provisions of the contract other than the general transaction conditions deemed unwritten remain valid. In this case, the organizer cannot claim that he would not have made the contract with other provisions if the conditions were not written.

III. Interpretation

ARTICLE 23- If a provision in the general transaction conditions is not clear and understandable or if it means more than one, it is interpreted against the organizer and in favor of the other party.

IV. Prohibition of replacement

ARTICLE 24- Records in a contract with general transaction conditions or in a separate contract that authorize the organizer to unilaterally change a provision of the contract containing general transaction conditions or introduce a new regulation against the other party shall be deemed not written.

V. Content control

ARTICLE 25- Provisions cannot be made against the other party or aggravating the situation of the other party, contrary to the general transaction conditions and the rules of good faith.

F. Content of the contract

I. Freedom of contract

ARTICLE 26- The parties can freely determine the content of a contract within the limits stipulated in the law.

II. absolute nullity

ARTICLE 27- Mandatory provisions of the law, morality, public order, personality
Contracts that are contrary to the rights or the subject of which is impossible are strictly null and void.

The invalidity of some of the provisions of the contract does not affect the validity of the others. However, if it is clearly understood that the contract will not be concluded without these provisions, the entire contract will be null and void.

III. overexploitation

ARTICLE 28- If there is a clear disproportion between the reciprocal acts in a contract, if this disproportion is realized by taking advantage of the injured party's being in a difficult situation or his thoughtlessness or inexperience, the injured party shall either notify the other party that he is not bound by the contract, or return his performance, depending on the nature of the situation. may request the elimination of the disproportion between the acts by adhering to the contract.

The injured have learned this right, thoughtlessness or inexperience; In case of a difficult situation, it can be used within one year starting from the date when this situation disappears and in any case within five years starting from the date of establishment of the contract.

IV. Pre-contract

ARTICLE 29- Contracts regarding the future establishment of a contract are valid.

Except for the exceptions stipulated in the laws, the validity of the pre-contract depends on the form of the contract to be established in the future.

G. Disorders of will

I. Error

1. The provisions of error

ARTICLE 30- The party that made a fundamental mistake while establishing the contract is not bound by the contract.

it is not possible.

2. Errors

a. Mistake in statement

ARTICLE 31- In particular, the following errors are essential:

1. If the wrong person has expressed his will for a contract other than the contract he wants to be established.
2. If the mistaken person has expressed his will for a subject other than what he wanted.
3. The one who is wrong, does not want to make a contract from the person with whom he actually wants to make a contract.

if he explained it to someone else.

4. It is wrong to consider a person with certain qualifications when making the contract.

despite expressing his will for another person.

5. erred for an act significantly more than he actually wants to undertake, or

has expressed his will for a counteract significantly less than he actually wanted.

Simple miscalculations do not affect the validity of the contract; enough to fix them.

b. fallacy in motive

ARTICLE 32- Error in motive is not considered a fundamental error. If the wrong person considers the reason for the mistake to be the basis of the contract and this is in accordance with the rules of honesty in business relations, the mistake is considered essential. However, this situation must be known to the other party.

c. Error in forwarding

ARTICLE 33- The will for the establishment of the contract is made by a messenger or translator.

In case of miscommunication by the intermediary or a vehicle, the provisions of error are applied.

3. Integrity rules in error

ARTICLE 34- Those who are wrong cannot claim that they are wrong against the rules of honesty.

In particular, if the other party declares that he consents to the conclusion of the contract in the sense implied by the wrongdoer, the contract is deemed to have been established in this sense.

4. Error in error

ARTICLE 35- If the wronged person is at fault in his mistake, he is obliged to compensate for the damage arising from the invalidity of the contract. However, compensation cannot be claimed if the other party knew or should have known about the mistake.

In cases where equity requires, the judge shall not exceed the expected benefit from the performance. may award further compensation.

II. Cheat

ARTICLE 36- If one of the parties has made a contract as a result of the deception of the other, it is not bound by the contract, even if it is not fundamental.

The party that makes a contract as a result of the deception of a third party is not bound by the contract if the other party knew or was in a position to know the deception at the time of the contract.

III. Intimidation

1. Provision

ARTICLE 37- One of the parties, as a result of intimidation of the other or a third person, contracted, it is not bound by the contract.

If there is a frightening third party and the other party does not know or is not in a position to know how to intimidate, the frightened party, who does not want to be bound by the contract, is obliged to pay compensation to the other party if it requires fairness.

2. Terms

ARTICLE 38- If the frightened person is right to believe that there is a serious and imminent danger of damage to the personality rights or property of one of his relatives, the intimidation shall be deemed to have taken place.

When a contract is made with the fear that a right or a legal authority will be used, the existence of intimidation is accepted if the person declaring that he will use this right or authority has obtained an excessive benefit from the other party's being in a difficult situation.

IV. Elimination of willpower disorder

ARTICLE 39- If the contracting party does not notify that he is not bound by the contract or does not demand back what he has given, within one year starting from the moment he learns of the mistake or deception or the effect of the intimidation disappears, due to mistake or deception or intimidation, the contract is deemed to have been approved.

The ratification of a non-binding contract due to deception or intimidation does not remove the right to compensation.

H. Representation

I. Authorized representation

1. In general

a. Provision of representation

ARTICLE 40- The results of the legal transaction made by an authorized representative on behalf and on behalf of another directly bind the person being represented.

If the representative does not declare this title while taking the legal action, the results of the legal action will belong to him. However, if the other party removes or needs to eliminate the existence of a representation relationship, or if the legal transaction is made with a representative or a representative, the results of the legal transaction directly belong to the representative.

In other cases, the provisions regarding the transfer of the receivable or the undertaking of the debt are applied.

b. Content and degree of representation

ARTICLE 41- If representation on behalf and on behalf of someone else arises from public law, the content and degree of representation authority shall be subject to legal provisions on this subject; If the representation arises from a legal transaction, the content and degree of the representation authority is determined according to that legal transaction.

If the representation authority has been notified to third parties, the content and degree of the representation authority is determined according to this notification.

2. Authority arising from legal proceedings

a. Limitation and withdrawal of authority

ARTICLE 42- The represented can at any time limit or withdraw his power of representation arising from a legal transaction. However, the rights that may arise from legal relations such as service, power of attorney or partnership agreements between the parties are reserved.

The representative cannot waive this right in advance.

If the representative clearly or indirectly informed third parties of the authority he has given, and does not notify them that he has completely or partially withdrawn this authority, he cannot claim that the authority has been withdrawn against third parties in good faith.

b. Death, incapacity and other circumstances

ARTICLE 43- Unless otherwise agreed by the parties or understood from the nature of the business, the representation authority arising from the legal transaction ends in the event of the death of the representative or the representative, the decision to be absent, the loss of his capacity to act or his bankruptcy.

This provision also applies in the event of the dissolution of a legal entity.

Mutual personal rights of the parties are reserved.

c. Return of authorization

ARTICLE 44- If a certificate of authorization has been given to the representative, in case the authorization expires, the representative is obliged to return this document to the representative or to leave it at the place determined by the judge.

If the representative or his successors do not do what is necessary for the representative to return the document, they are therefore obliged to compensate the damages of the bona fide third parties.

D. Failure to assert that the authority has expired

ARTICLE 45- Unless the representative knows that his authority has expired, the representative the owner or his successors are bound by the results of the legal actions taken by the representative.

This rule applies in cases where third parties know that the authorization has expired.
not applicable.

II. Unauthorized representation

1. In case of approval

ARTICLE 46- A legal action as a representative, although a person does not have the authority If he does, this action binds the represented only if he approves.

The other party, with whom the unauthorized representative is dealing, may request the representative to notify within a reasonable time whether it will approve this legal transaction. If the transaction is not approved within this period, the other party is freed from being bound by this transaction.

2. In case of disapproval

ARTICLE 47- In case the representative does not approve the legal transaction, either explicitly or implicitly, the unauthorized representative may be asked to compensate for the damage arising from the invalidity of this transaction. However, if the unauthorized representative proves that the other party knew or should have known that he was unauthorized at the time of the transaction, he cannot be asked to compensate for the damage.

Removal of other damages from the faulty unauthorized agent, if fairness so requires.
may be requested.

Rights arising from unjust enrichment are reserved.

III. reserved provisions

ARTICLE 48- Regarding the authority of partnership representatives and organs and commercial proxies provisions are reserved.

SECOND SECTION

Debt Relations arising from Torts

A. Liability

I. In general

ARTICLE 49- A person who causes harm to another by a faulty and unlawful act, responsible for resolving it.

Even if there is no rule of law prohibiting the harmful act, a person who intentionally harms another with an immoral act is also obliged to compensate for this damage.

II. Proof of damage and fault ARTICLE

50- The injured person is under the burden of proving the damage and the fault of the person who caused the damage.

If the amount of damage suffered cannot be proven, the judge determines the amount of the damage fairly, taking into account the ordinary course of events and the measures taken by the injured person.

III. Compensation

1. Determination

ARTICLE 51- The judge shall determine the scope of the compensation and the form of payment, the necessity of the situation and the especially taking into account the gravity of the defect.

If it is decided to pay the compensation in the form of annuity, the debtor is obliged to provide security.

2. Download

ARTICLE 52- If the injured party has consented to the act that caused the damage or has been effective in the emergence or increase of the damage or aggravated the situation of the indemnity obligor, the judge may reduce the compensation or remove it completely.

When the indemnity obligor, who caused the damage by slight fault, pays the compensation.

If he falls into poverty and fairness requires it, the judge can reduce the compensation.

IV. Exceptions

1. Death and bodily harm

a. Death

ARTICLE 53- The damages suffered in the event of death are especially as follows:

1. Funeral expenses.
2. If the death did not occur immediately, treatment expenses and losses arising from decrease or loss of working power.
3. Losses suffered by those who were deprived of the support of the deceased due to this.

b. bodily harm

ARTICLE 54- Bodily harms are especially as follows:

1. Treatment expenses.
2. Loss of earnings.
3. Losses arising from the decrease or loss of working power.
4. Losses arising from the shaking of the economic future.

c. Determination

ARTICLE 55- Loss of support and bodily harm are calculated in accordance with the provisions of this Law and the principles of liability law. Partially or wholly irrevocable social security payments and non-performance payments cannot be taken into account in determining such damages; cannot be deducted from damage or compensation. The calculated compensation cannot be increased or decreased on the basis of the amount, with the idea of equity.

The provisions of this Law are also applied in claims and lawsuits related to damages due to the partial or complete loss of bodily integrity or death of a person caused by all kinds of administrative actions and transactions and other reasons for which the administration is responsible.

D. Compensation

ARTICLE 56- In the event that a person's bodily integrity is damaged, the judge may decide to pay an appropriate amount of money as non-pecuniary compensation, taking into account the characteristics of the event.

In case of serious bodily harm or death, the relatives of the injured or deceased are also It may be decided to pay an appropriate amount of money as non-pecuniary compensation.

2. Unfair competition

ARTICLE 57- A person whose customers are reduced or who is in danger of losing them due to the dissemination of untrue news or making such announcements or other acts contrary to the rules of honesty may request that these behaviors be terminated and that the damage be compensated in case of fault.

The provisions of the Turkish Commercial Code regarding unfair competition in commercial affairs are reserved.

3. Infringement of the right to

personality ARTICLE 58- The person who suffers from the damage to the right of personality, may request the payment of some amount of money under the name of non-pecuniary compensation.

Instead of paying this compensation, the judge may decide on another form of compensation or add it to this compensation; In particular, it can make a decision condemning the attack and order the publication of this decision.

4. Temporary loss of discernment

ARTICLE 59- The person who has temporarily lost his power of discernment is obliged to compensate for the damages he has caused during this time. However, if he proves that he has no fault in losing his power of discernment, he is relieved of responsibility.

V. Multitude of reasons for liability 1.

Competition of reasons

ARTICLE 60- If a person's responsibility can be based on more than one reason, the judge decides according to the reason for the responsibility that provides the best remedy for the injured person, unless the injured person requests otherwise or unless otherwise stipulated in the law.

2. Joint liability

a. in foreign relations

ARTICLE 61- If more than one person causes a damage together or they are responsible for the same damage due to various reasons, the provisions regarding joint liability shall apply to them.

b. in relationship

ARTICLE 62- In apportioning the compensation among several debtors responsible for the same damage, all situations and conditions, especially the gravity of the fault that can be attributed to each of them and the intensity of the danger they create, are taken into consideration.

The person who pays more than his/her share of the compensation, for this overpayment, has the right of recourse against the severally liable parties and becomes a successor to the rights of the injured party.

VI. Circumstances that remove illegality

1. In general

ARTICLE 63- An act based on the authority given by the law and remaining within the limits of this authority is not considered unlawful even if it causes damage.

The act is not considered unlawful in cases where the injured person's consent, a superior private or public benefit, the behavior of the harmed person is justified, the intervention of the competent public authorities cannot be provided in a timely manner, the person's protection of his/her right by his/her own power or in cases of necessity.

2. Responsibility

ARTICLE 64- The person or property of the attacker who defends himself cannot be held responsible for the damage.

In order to protect himself or someone else from an obvious or imminent danger of harm, the person who damages the property of another person is obliged to compensate for this damage according to the prevailing equity. determines.

A person who is in a position to protect his right by his own power cannot be held responsible for the damage he has caused, if, depending on the situation and conditions, he cannot provide the help of the law enforcement in time and there is no other way to prevent the loss of his right or making it significantly more difficult to exercise.

B. Strict liability

I. Equity liability

ARTICLE 65- If fairness requires; judge, person who has no power of discernment decides to repair the damage caused in whole or in part.

II. Responsibility of care

1. Responsibility of the employer

ARTICLE 66- The employer is obliged to compensate the damage caused by the employee to others during the execution of the work assigned to him.

If the employer proves that he has taken the necessary care to prevent damage while choosing his employee, giving instructions about his job, and supervising and supervising him, he will not be liable.

Employer in an enterprise is obliged to compensate for the loss caused by the activities of that enterprise, unless he proves that the working order of the enterprise is suitable for preventing the damage.

Employer, for the compensation paid, to the employee who caused the damage, but only by his person. has the right of recourse to the extent that it is responsible.

2. Responsibility of the owner of the animal a.

Reparation liability

ARTICLE 67- Those who undertake the care and management of an animal permanently or temporarily

The person is obliged to compensate for the damage caused to the animal.

The owner of the animal will not be liable if he proves that he has taken the necessary care to prevent this damage.

If the animal is startled by someone else or someone else's animal, the owner of the animal reserves the right of recourse to these persons.

b. Right to Detention

ARTICLE 68- If a person's animal causes damage to someone else's immovable property, the possessor of the immovable may catch that animal and keep it until the damage is remedied; it can even neutralize the animal by other means if the circumstances and circumstances justify it.

In this case, the owner of the immovable must immediately inform the owner of the animal and, if he does not know the owner, take the necessary steps to find him.

3. Responsibility of the building owner

a. Reparation liability

ARTICLE 69- The owner of a building or other construction works,

It is responsible for repairing the damage caused by malfunctions or deficiencies in its care.

Usufruct and right of residence holders are also responsible for the deficiencies in the maintenance of the building. They are jointly and severally liable for the damages.

Responsible persons reserve the right of recourse to other persons responsible for these reasons.

b. Avoiding the danger of harm

ARTICLE 70- A person who is faced with the danger of being damaged by someone else's building or other construction works may request the right holders to take the necessary measures to eliminate this danger.

The rules of public law on the protection of persons and property are reserved.

III. Responsibility for danger and equalization

ARTICLE 71- Loss arising from the activity of an enterprise that poses a significant danger

Otherwise, the owner of the business and the operator, if any, are jointly liable for this loss.

Considering the nature of an enterprise or the materials, tools or forces used in the activity, if it is concluded that it is capable of causing frequent or severe damages even if all the care expected from an expert in these works is taken, it is considered to be a significantly dangerous enterprise. In particular, if a special danger liability is foreseen for businesses that present similar dangers in any law, this business is also considered to be a business that poses a significant danger.

Special liability provisions stipulated for a certain danger situation are reserved.

Even if this type of activity of an enterprise that poses a significant danger is permitted by the law, the victims may request that the losses caused by the activity of this enterprise be compensated with an appropriate price.

C. Timeout

Rule I

ARTICLE 72- A claim for compensation becomes time-barred after two years, starting from the date on which the injured person learned of the damage and the person liable for compensation, and in any case ten years, starting from the date of the act. However, if the compensation arises from an act necessitating a longer statute of limitations, this statute of limitations applies.

If a debt has arisen from the point of view of the injured party due to the tortious act, the injured party can always avoid the performance of this debt, even if the claim for compensation arising from the tortious act is time-barred.

II. At the request of recourse

ARTICLE 73- The request for recourse becomes time-barred after two years, starting from the date on which the entire compensation is paid and the person responsible together, and in any case ten years, starting from the date on which the entire compensation is paid.

The person from whom the compensation is requested must notify the persons with whom he is responsible. Otherwise, the statute of limitations begins to run on the date when this notification can be made in accordance with the rules of good faith.

D. Judgment

I. In relation to criminal law

ARTICLE 74- The judge is not bound by the provisions of the criminal law regarding liability, and is not bound by the decision of acquittal given by the criminal judge, when deciding whether the person who caused the damage has a fault or not, and whether he has the power to distinguish.

Likewise, the criminal judge's decision to evaluate the fault and determine the damage. Its decision does not bind the judge.

II. Changing the compensation provision

ARTICLE 75- If the extent of bodily harm cannot be determined exactly during the decision, the judge may reserve the authority to change the compensation provision within two years, starting from the finalization of the decision.

III. Temporary payments

ARTICLE 76- If the injured person presents convincing evidence showing the justification of his claim and the economic situation requires it, the judge may decide, upon request, that the defendant make a temporary payment to the injured person.

Temporary payments made by the defendant are deducted from the awarded compensation; If compensation is not awarded, the judge returns the temporary payments received by the plaintiff together with the legal interest. decides to give.

THIRD SECTION

Debt Relationships Born Out of Unjust Enrichment

A. Terms

I. In general

ARTICLE 77- Without a justifiable reason, from someone else's property or
He who becomes richer by his labor is obliged to give back this enrichment.

This obligation arises especially if the enrichment is based on an invalid or unrealized or expired cause.

II. Execution of non-borrowed deed

ARTICLE 78- The person who voluntarily fulfills the deed that he does not owe,
If he proves that he has fulfilled it by thinking himself indebted, he can request it back.

Enrichments resulting from the performance of a statute of limitations or the fulfillment of a moral duty cannot be claimed back.

The provisions of the other laws regarding the reclaiming of the performance that has been paid even though there is no debt are reserved.

B. Scope of return

I. Obligation of the enriched

ARTICLE 79- A person who gets rich without a reason can lose his/her wealth at the time of requesting it back.
He is obliged to return the rest, except for the part that he proves to have been removed.

If the enriched person has disposed of the enrichment in good faith, or if he has to take into account that he may have to give it back in the future, he is obliged to return the entire enrichment.

II. Right to claim expenses

ARTICLE 80- If the enriched person is in good faith, he/she may request the necessary and useful expenses from the person requesting the refund.

If the enriched person is not in good faith, he may request payment of his mandatory expenses and useful expenses only for the increase in value available at the time of the return.

The enriched person cannot demand payment of his other expenses, regardless of whether it is in good faith or not. However, if he is not offered in return, he can take apart the attachments that he has combined with that thing and which can be harmlessly separated, before returning them.

C. Non-retrievable

ARTICLE 81- Something given for the realization of an unlawful or immoral result cannot be returned. However, in the lawsuit filed, the judge may decide that this thing be appropriated to the State.

D. Timeout

ARTICLE 82- The right of claim arising from unjust enrichment becomes time-barred after two years, starting from the date on which the right holder learns that he has the right to demand back, and in any case ten years starting from the date of the enrichment.

If the enrichment is realized by gaining a right of receivable by the enriched person, the other Even if the right of request is time-barred, the party can always avoid performing this obligation.

SECOND PART

Provisions of Debt Relationship

FIRST SECTION

Performance of Debts

A. In general

I. No obligation to perform personally

ARTICLE 83- Unless the creditor has an interest in the performance of the debt by the debtor himself, the debtor is not obliged to perform his debt personally.

II. The subject of the performance

1. Partial performance

ARTICLE 84- If the entire debt is certain and due, the creditor may refuse partial performance.

If the creditor accepts partial performance, the debtor cannot abstain from performing the part of the debt admitted by him.

2. Indivisible debt

ARTICLE 85- If an indivisible debt has more than one creditor, each of the creditors may request the performance of the debt to all of the creditors. The debtor has to perform his act to all of the creditors.

If an indivisible debt has more than one debtor, each debtor is obliged to perform the entire debt.

Unless the contrary is understood from the necessity of the situation, the performing debtor becomes the successor of the creditor and may demand his receivables from other debtors in proportion to their shares.

3. Kind debt

ARTICLE 86- Unless otherwise understood from the legal relationship and the nature of the business, the choice of performance belongs to the debtor. However, the performance to be chosen by the debtor cannot be lower than the average quality.

4. Optional debt

ARTICLE 87- In elective debts, the choice of one of the acts belongs to the debtor, unless otherwise understood from the legal relationship and the nature of the business.

5. Interest

ARTICLE 88- If the annual interest rate to be applied in the interest payment debt is not determined in the contract, it is determined according to the provisions of the legislation in force at the date of the interest debt.

The annual interest rate to be determined by the contract cannot exceed fifty percent of the annual interest rate determined in accordance with the first paragraph.

B. Place of performance

ARTICLE 89- The place of performance of the debt is determined according to the express or implicit will of the parties. Unless otherwise agreed, the following provisions apply;

1. Monetary debts, at the place of residence of the creditor at the time of payment, 2.

Loan debts, at the location of the subject of the debt at the time of the conclusion of the contract,

3. All other debts must be at the debtor's place of residence at the time of their birth, is performed.

If performance has become significantly more difficult due to the creditor's change of residence after the birth of a debt that must be performed at the creditor's place of residence, the debt may be performed at the previous settlement of the creditor.

C. Time of performance

I. Unpaid debt

ARTICLE 90- Unless the time of performance is agreed by the parties or it is understood from the nature of the legal relationship, every debt becomes due at the time of its birth.

II. term debt

Maturity in terms of the 1st month

ARTICLE 91- If the beginning or the end of a month is determined for the performance of the debt, the first and last day; If the middle of the month is determined, then the fifteenth day of the month is understood from this.

If only the month is determined for the performance of the debt without specifying the day, it is understood as the last day of that month.

2. Maturity in other periods

ARTICLE 92- If the performance of a debt or any obligation of one of the parties is required at the end of a certain period starting from the establishment of the contract, the time of performance is determined as follows:

The period determined as the 1st day, excluding the day when the contract is established, is the last day of this period. Eight or fifteen days, on the other hand, means eight or fifteen days, not one or two weeks.

The period determined as the 2nd week, which corresponds to the day of the contract in the last week. will expire on the day.

3. The period determined as a month or as a time that includes more than one month such as a year, a semester and a quarter of the year, if the day of the contract is the day of the month, expires on the corresponding day of the last month. If there is no day meeting this in the last month, the deadline is deemed to have expired on the last day of this month.

4. A period of fifteen days is understood as half a month. The day on which the period determined as one or more months and half a month expires is determined by adding fifteen days to the last month.

These rules are also applied in cases where the period starts to run from a moment other than the establishment of the contract.

The debtor, a debt that must be fulfilled within a certain period of time, obliged to perform before its expiration.

3. Holidays

ARTICLE 93- The time of performance or the last day of the period, which is considered as a holiday by law. If it encounters a day, it automatically switches to the first day following this day, which is not a holiday.

On the contrary, the agreement is valid.

III. performance during business hours

ARTICLE 94- The debt is performed and accepted during the usual business hours.

IV. Extension of time

ARTICLE 95- If the period is extended, the new period starts from the first day following the expiry of the previous period, unless otherwise agreed.

V. Early performance

ARTICLE 96- Unless it is understood from the provisions or characteristics of the contract or the necessity of the situation that the parties mean the opposite, the debtor may perform his performance before the expiry of the period. However, the debtor cannot make a discount due to early performance unless required by law, contract or custom.

VI. In reciprocal contracts

1. Order of expression

ARTICLE 97- The party requesting the performance of a contract that imposes a mutual obligation must have performed or offered to perform its own debt, unless it has the right to perform it later according to the terms and characteristics of the contract.

2. Impotence

ARTICLE 98- In a contract that imposes a mutual debt, if the right of the other party is endangered due to the inability of one of the parties to perform his debt and especially his bankruptcy or the ineffectiveness of the foreclosure, that party may refrain from performing his own performance until the performance of the counter act is secured.

If the party whose right is endangered is not given the assurance it wants within a reasonable time, may withdraw from the contract.

D. Payment

I. In country currency

ARTICLE 99- The debt, the subject of which is money, is paid in the country's currency.

If it has been decided to pay in a currency other than the country currency, the debt may also be paid in the country currency at the current rate on the payment day, unless the contract contains the same payment or a statement that means this. In the event that the debt is not paid on the payment date, the creditor may request that the debt be paid in the same currency or in the country's currency over the current date of maturity or actual payment, unless it is determined in a currency other than the country's currency and there is no exact payment in the contract or a statement that means this.

II. offset

1. In part payment

ARTICLE 100- If the debtor is not late in paying the interest or expenses, he has the right to deduct the partly payment from the main debt. On the contrary, an agreement cannot be made.

If the creditor has taken a surety, pledge or other guarantee for a part of the receivable, the debtor is not entitled to set off the partial payment to the part that is secured or has better security.

2. In multiple debts

a. According to the notice of the debtor and creditor

ARTICLE 101- The debtor who has more than one debt may notify the creditor which of these debts he wants to pay on the day of payment.

If the debtor does not notify, the payment made is immediately contested by him.
unless it is done, it is deemed to have been made for the debt shown by the creditor on the receipt.

b. by law

ARTICLE 102- In the absence of a legally valid explanation or any clarity in the receipt, the payment is deemed to have been made for the due debt. If more than one debt is due, the payment is considered to have been made for the debt that is followed up against the debtor first. If no follow-up is made, the payment will be made for the debt that is due first.

If more than one debt is due at the same time, the deduction is proportional; from debts
If none of them is due, the payment is deemed to have been made for the debt with the least security.

III. Return of receipts and bills

1. Right of the debtor

ARTICLE 103- If the debtor who pays the debt, a receipt and the debt has been paid in full, may request the return or cancellation of the related debt securities.

The debt is not paid in full or the debt note gives other rights to the creditor.
the debtor may only request receipt and processing of the payment into the debt note.

2. Terms

ARTICLE 104- If a receipt is given by the creditor for one of the periodic acts such as interest or rent without any reservation, the performances of the previous periods are also deemed to have been performed.

If the creditor has given a receipt for the entire principal, it is deemed to have received the interest as well.
is done.

If the debt is returned to the debtor, the debt is deemed to have expired.

3. Failure to return the bill

ARTICLE 105- If the creditor claims to have lost the debt note, he must, upon the debtor's request, provide him with a formally arranged or duly approved document showing the cancellation of the debt note and the expiration of the debt, at the time of payment of the debt.

Provisions regarding the cancellation of valuable documents are reserved.

E. Creditor's default

I. Conditions

ARTICLE 106- If the creditor, who is offered to him as required by the act of doing or giving, refrains from accepting it without a justified reason or from performing the preparatory acts that must be done by him in order for the debtor to fulfill his debt, he will be in default.

If the creditor defaults against one of the several debtors,
becomes in default.

II. Terms

1. In acts of delivery of something

a. right of deposit

ARTICLE 107- In case of default of the creditor, the debtor, damages and expenses may be relieved of its debt by depositing the thing to be delivered, at the expense of the creditor.

The place of deposit is determined by the judge at the place of performance. However, commercial goods can be deposited in a warehouse without a judge's decision.

b. right to sell

ARTICLE 108- If the nature of the thing that is the subject of the contract or the nature of the work does not comply with its delivery, or if the thing to be delivered may deteriorate or its maintenance, preservation or deposit requires a significant expense, the debtor has it sold by auction with the permission of the judge, provided that the creditor is given a prior notice. can deposit.

If the thing to be delivered is listed on the stock exchange, has a market price, or is low in value compared to the expense to be made, the sale does not have to be made by auction, and the judge may allow the sale without requiring prior notice.

c. Withdrawal of the deposit

ARTICLE 109- The creditor has declared that he accepts the deposited thing, or that a deposited pledge. The debtor may take back the thing deposited, unless it has resulted in its annulment.

As soon as the deposited thing is taken back, the receivable continues to exist with all its side rights.

2. In other acts

ARTICLE 110- If the subject of the debt does not require the delivery of something, the creditor's default. In this case, the debtor may withdraw from the contract in accordance with the provisions regarding the debtor's default.

F. Other barriers to performance

ARTICLE 111- If the debt cannot be fulfilled to the creditor or his representative due to hesitation in the identity of the creditor or any other personal reason arising from the creditor, without the fault of the debtor, the debtor may use the right of delivery or withdrawal from the contract, as in the default of the creditor.

SECOND SECTION

Consequences of Non-Performance of Debts

A. Failure to perform the debt

I. Expense debt

1. In general

ARTICLE 112- If the debt is not performed at all or properly, the debtor is obliged to compensate the damage of the creditor, unless he proves that no fault can be attributed to him.

2. Debts of doing and not doing

ARTICLE 113- If the obligation to perform is not performed by the debtor, the creditor may request that the performance be allowed by himself or someone else at the expense of the debtor; reserves the right to demand all kinds of expenses.

The debtor, who violates the obligation of not doing it, is responsible for the damage caused by this contrary behavior. responsible for resolving it.

The creditor also undertakes to eliminate the breach of obligation or to pay the expense in this regard. may request that it be authorized by the debtor.

II. Scope of liability and expense debt

1. In general

ARTICLE 114- The debtor is generally responsible for all kinds of faults. The extent of the debtor's liability is determined by the specific nature of the business. Liability is considered lighter if the work does not particularly benefit the debtor.

Provisions regarding tortious act liability, breach of contract by analogy is also applied.

2. Non-liability agreement

ARTICLE 115- In advance that the debtor will not be liable for his gross negligence. The agreement made is absolutely void.

Any prior agreement between the debtor and the obligee that he will not be liable for any debt arising from the service contract shall be definitively concluded. is void.

If a specialized service, profession or art can only be performed with the permission granted by law or competent authorities, the prior agreement that the debtor will not be liable for slight negligence is absolutely void.

3. Responsibility for the acts of auxiliary persons

ARTICLE 116- Even if the debtor has legally left the performance of the debt or the exercise of the right arising from a debt relationship to his assistants, such as the people he lives with or the employees next to him, in accordance with the law, he is obliged to compensate for the damage they have caused to the other party while they are carrying out the business.

Responsibility arising from the actions of assisting persons, with a prior agreement can be removed completely or partially.

If a specialized service, profession or art can only be performed with the permission granted by law or the competent authorities, the agreement that the debtor will not be liable for the actions of the auxiliary persons is absolutely void.

B. Default of the debtor

I. Conditions

ARTICLE 117- The debtor of an overdue debt goes into default with the warning of the creditor.

If one of the parties has determined the day on which the debt will be fulfilled, based on a right that is jointly determined or reserved in the contract, by making a duly notification, upon the expiration of this day; In the case of tort, the debtor is in default on the date when the act is committed, and in the case of unjust enrichment, the date on which the enrichment takes place. However, in cases where the unjust enriched person is in good faith, notification is required for default.

II. Terms

1. In general

a. late compensation

ARTICLE 118- The defaulting debtor proves that he has no fault in default.

unless he does so, he is obliged to compensate the damage suffered by the creditor due to the late performance of the debt.

b. responsibility for the unexpected

ARTICLE 119- The debtor in default is liable for the loss arising from the unexpected situation.
is responsible.

The debtor may be relieved of this responsibility by proving that he has no fault in default or even if he has fulfilled his debt on time, the unexpected situation would damage the subject matter.

2. Default interest

a. Generally

ARTICLE 120- If the annual default interest rate to be applied is not agreed in the contract,

The interest is determined in accordance with the provisions of the legislation in force at the date of birth of the debt.

The annual default interest rate to be determined by the contract cannot exceed one hundred percent of the annual interest rate determined in accordance with the first paragraph.

If the contractual interest rate is determined but the default interest is not determined in the contract and the annual contractual interest rate is higher than the interest rate specified in the first paragraph, the contractual interest rate will apply to the default interest rate.

b. Default interest on interest, revenues and donations

ARTICLE 121- The debtor who is in default in paying the interest or income debt or the amount donated is liable to pay the default interest starting from the day the enforcement proceedings are initiated or the lawsuit is filed.

Agreements made in contravention of this will be subject to penal clause provisions.

Default interest cannot also be charged to default interest.

3. The harm of love

ARTICLE 122- If the creditor has incurred a loss exceeding the default interest, he is obliged to compensate for this loss, unless the debtor proves that he has no fault.

If the amount of loss exceeding the default interest can be determined in the pending lawsuit, the plaintiff's Upon his request, the judge decides on the amount of this damage while deciding on the merits.

4. In contracts that impose mutual debts

a. Giving time

ARTICLE 123- In contracts that impose a mutual debt, if one of the parties defaults, the other party may give a suitable period for the performance of the debt or may ask the judge to grant an appropriate period.

b. Situations that do not require a deadline

ARTICLE 124- There is no need to give time in the following cases:

1. Ineffectiveness of giving time due to the debtor's situation or attitude if it seems to happen.
2. If the performance of the debt is useless for the creditor as a result of the debtor's default.
3. If the performance of the debt is not realized at a certain time or within a certain period, it is understood from the contract that the performance will no longer be accepted.

c. Optional rights

ARTICLE 125- If the defaulting debtor has not fulfilled his debt within the given period, or if there is a situation that does not require a deadline, the creditor will always pay the debt. has the right to demand compensation for its performance and delay.

The creditor may also request the compensation of the loss arising from the non-performance of the debt or withdraw from the contract by immediately notifying that he has waived his right to perform the debt and to demand compensation for delay.

In case of reneging from the contract, the parties are relieved of their mutual obligation to perform and may demand back their previous performances. In this case, if the debtor cannot prove that he is not at fault in default, the creditor may also request compensation for the damage suffered due to the invalidity of the contract.

D. In perpetual contracts

ARTICLE 126- In case of default of the debtor, the creditor may request performance and delay indemnity in the continuous performance contracts, the performance of which has been started, as well as the termination of the contract and the compensation of the damage suffered due to the termination of the contract before its expiry date.

THIRD SECTION

Effects of Debt Relations on Third Parties

A. Succession to the creditor

ARTICLE 127- The third person who performs to the creditor, successor to the rights of the creditor to the extent of:

1. In case of rescuing something pledged for someone else's debt and has ownership or other real right on that thing.

2. If the third party performing to the obligee will succeed him, the performance by the obligor if notified to the creditor first.

The provisions of the law regarding other succession cases are reserved.

B. Taking the act of the third person

ARTICLE 128- The person who undertakes the act of a third person against another person is obliged to compensate for the damage arising from the failure of this act.

In an undertaking made for a certain period of time, it may be decided that the undertaker's responsibility will cease, unless a written application is made to the undertaker to perform his act until the end of the period.

C. Contract for the benefit of a third party

I. In general

ARTICLE 129- The person who has made a contract on his own behalf may enter into the contract for the benefit of the third party. If he has imposed a performance obligation, he may request the performance of the performance to the third party.

The third party or the successors to the third party are also responsible for the purpose or customs of the parties. If appropriate, they may request the performance of the act. In this case, after the third party or its successors have notified the debtor that they want to exercise this right, the creditor cannot release the debtor or change the nature and scope of the debt.

II. Liability insurance

ARTICLE 130- If the person who employs another person has taken out insurance to secure his legal liability against the person he employs, the rights arising from the insurance directly belong to the employee.

However, the insurance compensation to be paid to the employee is deducted from the compensation to be paid according to the general provisions.

The provisions of the law regarding other legal liability insurances are reserved.

THIRD PART

Termination of Debts and Debt Relationships, Timeout

FIRST SECTION

Termination Circumstances

A. Termination of the rights and debts attached to the main

debt ARTICLE 131- If the original debt is terminated for performance or any other reason, the rights and debts related to it, such as pledge, surety, interest and penalty conditions, also expire.

If the right to demand the performance of the accrued interest and penalty condition is reserved by the contract or a notice to be made until the time of performance, or if it is understood that it is reserved from the circumstances and conditions, these interest and penalty conditions may be requested.

Special provisions regarding immovable pledge, negotiable instruments and concordat are reserved.

B. Release

ARTICLE 132- Even if the transaction giving rise to the debt is bound by law or by the parties to a certain form, the debt can be completely or partially eliminated by the parties' release agreement regardless of the form.

C. Renewal

I. In general

ARTICLE 133- Termination of an existing debt with a new debt is only possible with the express will of the parties in this regard.

In particular, making a commitment to foreign exchange for the existing debt or issuing a new receivable or a new surety is not considered a renewal unless there is a clear renewal will of the parties.

II. in current accounts

ARTICLE 134- If various items are only recorded in a current account, the debt Doesn't mean it's renewed.

However, if the account has been closed and the account result has been accepted by the other party, debt is renewed.

If one of the items has a guarantee, unless otherwise agreed, the account will be cut and the result will be Acceptance does not end the guarantee.

D. Merger

ARTICLE 135- The debt comes to an end when the titles of creditor and debtor are combined in the same person. However, the pre-existing rights of third parties on the receivable are not affected by the merger.

If the merger disappears retroactively, the debt continues to exist.

Special provisions regarding immovable pledge and negotiable instruments are reserved.

E. Impossibility of performance

I. In general

ARTICLE 136- If the performance of the debt becomes impossible for reasons for which the debtor cannot be held responsible, the debt ends.

The debtor, who gets rid of the debt due to impossibility in the contracts that impose a mutual debt, is obliged to return the performance he has taken from the other party in accordance with the provisions of unjust enrichment, and loses his right to demand the performance that has not yet been fulfilled. The cases where the damage arising before the performance of the debt is imposed on the creditor by law or contract are excluded from this provision.

The debtor does not notify the creditor that performance has become impossible without delay and If it does not take the necessary measures to prevent it from increasing, it is obliged to compensate for the damages arising from it.

II. partial impossibility of performance

ARTICLE 137- If the performance of the debt becomes partially impossible due to reasons for which the debtor cannot be held responsible, the debtor gets rid of only the part of the debt that has become impossible. However, if this partial impossibility of performance was foreseen in advance, and it is clear that such a contract would not be made by the parties, the entire debt expires.

In contracts that impose a mutual obligation, if the debt of one party becomes partially impossible and the creditor consents to partial performance, the counter performance is performed at that rate. In case the creditor does not consent to such a performance or the counter act is indivisible, the provisions of complete impossibility are applied.

III. extreme difficulty in performance

ARTICLE 138- An extraordinary situation, which was not foreseen and expected to be foreseen by the parties at the time of the contract, arises for a reason not arising from the debtor and changes the existing facts at the time of the contract to the detriment of the debtor to the extent that it is against the rules of good faith, and the debtor has not yet fulfilled his debt or the performance is excessive. The debtor has the right to ask the judge to adapt the contract to the new conditions, if this is not possible, to withdraw from the contract if the debtor has fulfilled his rights arising from the difficulty in the extent to which it has become difficult. In perpetual contracts, the debtor, as a rule, uses the right of termination instead of the right of withdrawal.

The provision of this article is also applied to foreign currency debts.

F. Exchange

I. Conditions

1. In general

ARTICLE 139- If two persons are mutually indebted to each other for some money or other identical acts, if both debts are due, each of them can exchange their receivables with their debts.

Barter can be claimed even if one of the receivables is in contention.

A bartered receivable can be bartered, provided that it has not yet become barred at the time it can be bartered.

2. On bail

ARTICLE 140- As long as the principal debtor has the right to assert the barter, the surety may also refrain from performing to the creditor.

3. In contract for the benefit of a third party

ARTICLE 141- The person who is indebted for the benefit of the third party cannot exchange this debt with the receivable from the other side of the contract.

4. In the event of the debtor's bankruptcy

ARTICLE 142- In the event of the debtor's bankruptcy, the creditors, even if they are not due, they can exchange their debts with bankruptcy.

II. Terms

ARTICLE 143- The clearing takes place only when the debtor notifies the creditor of the clearing will. In this case, both debts are equal to the lesser debt amount at the time they can be exchanged.

it ends up.

Special practices regarding current account trade are reserved.

III. Claims that can be exchanged with the consent of the creditor

ARTICLE 144- The following receivables can only be settled after the right to clear may be exchanged with the consent of the creditors:

1. Claims related to the return or price of the deposited goods.
2. Return of goods that have been unjustly received or detained as a result of deception.

receivables related to the payment or price.

3. Obligatory for the care of the debtor and his family, such as alimony and workers' wages, receivables that, by their nature, must be given directly to the creditor.

IV. Trade waiver

ARTICLE 145- The debtor may waive his right of clearing beforehand.

SECOND SECTION

Time out

A. Durations

I. Ten-year statute of limitations

ARTICLE 146- Unless there is a contrary provision in the law, each receivable is ten years old. is subject to statute of limitations.

II. five-year statute of limitations

ARTICLE 147- Five-year statute of limitations applies for the following receivables:

1. Other periodic acts such as rental fees, principal interest and fees.
2. Accommodation fees and restaurants in places such as hotels, motels, pensions and holiday villages and the cost of eating and drinking in similar places.
3. Claims arising from small works of art and small retail sales.
4. In a partnership, between the partners or themselves and the partnership arising from the partnership agreement; receivables between the directors, representatives, auditors of a partnership and the partnership or partners.
5. Receivables arising from brokerage agreements, excluding commercial brokerage fees from attorney, commission and agency agreements.

6. The contractor's failure to fulfill its obligations at all or duly due to gross negligence receivables arising from the contract of work.

III. Precision of deadlines

ARTICLE 148- The statute of limitations determined in this division cannot be changed by contract.

IV. The beginning of the statute of limitations

1. In general

ARTICLE 149- The statute of limitations begins to run when the receivable is due.

In cases where the due date of the receivable is dependent on a notification, the statute of limitations It starts to run from the day the notification can be made.

2. Periodic acts

ARTICLE 150- In the lifetime income and similar periodic acts, the entire receivable The statute of limitations begins to run on the day the first unperformed periodic act becomes due. If the entire receivable is time-barred, unperformed periodic acts are also time-barred.

V. Calculation of deadlines

ARTICLE 151- When calculating the periods, the day on which the statute of limitations begins is not counted and The statute of limitations only takes place when the last day of the period has passed without any right to be exercised. In the calculation of the statute of limitations, the provisions regarding the calculation of the periods in the performance of the debts are applied.

B. Timeout in dependent receivables

ARTICLE 152- When the original receivable is time-barred, interest and other receivables attached to it become time-barred.

C. Stopping the statute of limitations

ARTICLE 153- In the following cases, the statute of limitations does not start, if it has started, it will stop:

1. For the receivables of the children from their parents during the custody period.
2. During the guardianship, for the receivables of those under guardianship from the guardian or the State due to guardianship proceedings.
3. As long as the marriage continues, for the receivables of the spouses from the other.
4. For the domestic servants' receivables from their employers during the service relationship.
5. As long as the debtor has the right of usufruct on the receivable.
6. Unless there is an opportunity to assert the claim in Turkish courts.
7. In the case of the merger of the title of creditor and debtor in the same person, in the event that the merger disappears in the future with retrospective effect, as long as this situation occurs.

At the end of the day when the reasons stopping the statute of limitations disappear starts processing or continues processing that started before stopping.

D. Termination of the statute of limitations

I. Reasons

ARTICLE 154- The statute of limitations is terminated in the following cases:

1. If the debtor has admitted the debt, especially if he has paid interest or partially performed, or has pledged or provided a guarantor.
2. If the creditor has applied to the court or arbitrator through a lawsuit or defense, has made an enforcement proceeding or has applied to the bankruptcy office.

II. Impact on co-borrowers

ARTICLE 155- The statute of limitations applies to joint debtors or indivisible debts.

When it is cut against one of its debtors, it is also cut against the others.

When the statute of limitations is cut against the principal debtor, it is also cut against the surety.

When the statute of limitations is cut against the surety, it is not against the original debtor.

III. Start of new period

1. In case the debt is acknowledged or settled

ARTICLE 156- With the termination of the statute of limitations, a new period begins to run.

The new term is always ten years if the debt has been acknowledged with a promissory note or a court or arbitral award.

2. In the actual act of the creditor

ARTICLE 157- The statute of limitations, which has been interrupted by a lawsuit or a defense, starts to run again after every judicial action of the parties or every decision of the judge during the trial.

If the statute of limitations has been interrupted by enforcement proceedings, after each action regarding the follow-up of the receivable it starts working again.

If the statute of limitations has been terminated due to an application to the bankruptcy office, the provisions regarding bankruptcy It starts to run again from the birth of the possibility of reclaiming the claim.

E. Additional time to dismiss the case

ARTICLE 158- The lawsuit or its defense; If the court has been refused because the court is not authorized or in charge, or a correctable mistake has been made, or it has been opened prematurely, and if the statute of limitations or impeachment period has expired, the creditor may exercise his rights within an additional sixty days.

F. Receivables secured by movable pledge

ARTICLE 159- The fact that the receivable is secured by a movable pledge does not prevent the statute of limitations for this receivable; however, the creditor's authority to take his right from the pledge continues.

G. Timeout waiver

ARTICLE 160- The statute of limitations cannot be waived in advance.

The waiver of one of the several debtors cannot be claimed against the others.

The same applies if one of the debtors of an indivisible debt has waived.

the provision applies.

The principal debtor's waiver cannot be claimed against the surety.

H. Advocating

ARTICLE 161- Unless a statute of limitations is put forward, the judge cannot take it into account on his own.

CHAPTER FOUR

Special Situations in Debt Relations

FIRST SECTION

succession

A. Joint indebtedness I.

Birth

ARTICLE 162- If each of the more than one debtor declares that he accepts to be responsible for the entire debt to the creditor, joint and several debts arise.

If there is no such notification, joint debts can only be incurred in cases stipulated in the law.
birth.

II. Foreign

Relations 1. Provisions

a. Responsibility of the

debtors ARTICLE 163- The creditor may request the performance of all or part of the debt from all debtors or only one if he wishes.

The liability of the debtors continues until the debt is paid in full.

b. Borrowers' defenses

ARTICLE 164- One of the joint debtors, against the creditor, but arising from the personal relations between him and himself or the reason or subject of the joint debt, and may raise objections.

If one of the several debtors does not raise the joint debt and objections,
becomes responsible.

c. Individual behavior of debtors

ARTICLE 165- Unless otherwise determined by law or contract, one of the debtors cannot aggravate the situation of other debtors by his own behavior.

2. Termination of debt

ARTICLE 166- One of the debtors, by performance or clearing, all or part of the debt
If it has ended, it will save other debtors from debt at this rate.

If one of the debtors is released from the debt without performance to the creditor, the other debtors
they can only take advantage of it to the extent that the situation or the nature of the debt allows.

The acquittal agreement of the creditor with one of the debtors relieves the other debtors from the debt at
the rate of the acquitted debtor's participation in the debt in the internal relationship.

III. internal relationship

1. Sharing

ARTICLE 167- Unless otherwise agreed or understood from the nature of the legal relationship between
the debtors, each of the debtors is liable to each other in equal shares for the performance rendered to the creditor.

The debtor, who performs more than his share, has the right to demand the excess amount paid from
other debtors. In this case, the debtor can only recourse to each debtor in proportion to his share.

The other debtors are equally obliged to undertake the amount that cannot be received from one of the
debtors.

2. Succession to the creditor

ARTICLE 168- Each of the debtors who have the right of recourse to the others,
becomes a successor to the rights of the creditor in proportion to the amount.

If the creditor improves the situation of one of the debtors to the detriment of the others,
suffer the consequences of that.

B. Joint debt

ARTICLE 169- Joint and joint debt is the obligation of the debtor to each of the creditors.
arises in cases where it recognizes the right to demand all of it or as determined by law.

The debtor is relieved of his debt to all creditors by his performance to one of the creditors.

It is possible.

One of the creditors has applied to the enforcement or the court.
Unless notified, the debtor may perform to any of them he wishes.

Unless otherwise agreed or understood from the nature of the legal relationship between the creditors, the rights of each of the creditors over the performance are equal.

The creditor who obtains more than his share, the one who has not received his share of this excess liable to other creditors.

SECOND SECTION

Conditions

A. Retarding condition

I. In general

ARTICLE 170- The validity of a contract, whether it will be realized or not.

If it is left to an unknown fact, the contract is bound to a delaying condition.

Unless otherwise agreed, a delaying contingent contract is only valid if the condition is fulfilled.

It means from the moment.

II. State at the time the condition is pending

ARTICLE 171- Until the condition is fulfilled, the debtor is obliged to refrain from any behavior that will prevent the proper performance of the debt.

The creditor whose contingent rights are endangered, take measures to protect the rights of creditors.

The savings made before the realization of the condition damage the provisions of the condition. rate becomes invalid.

III. Benefits obtained until the condition is fulfilled ARTICLE

172- The object of the debt is the creditor given to him before the condition is fulfilled, and if the condition is fulfilled, he will be the owner of the benefits he has obtained until the condition is fulfilled.

If the condition is not fulfilled, the creditor is obliged to return the benefits he has obtained.

B. Disruptive condition

ARTICLE 173- A contract whose expiration is left to an unknown phenomenon beforehand becomes subject to a disruptive condition.

The provisions of the abrogated contract are voided as soon as the condition is fulfilled. gets up.

Unless otherwise agreed or understood from the nature of the work, termination not effective.

C. Common provisions

I. Fulfillment of condition

ARTICLE 174- A condition is a behavior that must be fulfilled by one of the parties. if not, in the event of that party's death, his heir may replace him.

II. Blocking against the rules of integrity

ARTICLE 175- One of the parties shall comply with the rules of honesty for the realization of the condition.
the condition is deemed to have been fulfilled.

If one of the parties ensures the realization of the condition contrary to the rules of good faith, the condition is deemed not to have been fulfilled.

III. Prohibited conditions

ARTICLE 176- A condition is an act of doing or not doing something against the law or morality.
If it has been put in order to provide, the legal action depending on this condition is absolutely void.

THIRD SECTION

Binding Fee, Withdrawal Fee and Penalty Condition

A. Binding money

ARTICLE 177- An amount of money given by a person while making the contract is deemed to be given as proof that the contract has been made, not as withdrawal money.

Unless there is a contract or local custom, the bond money is deducted from the basis.

B. Withdrawal money

ARTICLE 178- If withdrawal money is agreed, each party is deemed authorized to withdraw from the contract; in this case, if the one who gave the money backs off, he gives up; If the one who has taken turns away, he will give back twice what he took.

C. Penalty condition

I. Creditor's rights

1. Relationship of the penalty with the

performance of the contract **ARTICLE 179-** If a penalty has been decided for the failure to perform a contract at all or as required, the creditor may request either the performance of the debt or the penalty, unless otherwise understood from the contract.

If the penalty is determined for non-performance of the debt at the specified time or place, the creditor may also request the performance of the penalty together with the original debt, unless he has explicitly waived his right or accepted the performance without reservation.

The right of the debtor to prove that he is authorized to terminate the contract by rescission or termination by fulfilling the agreed penalty is reserved.

2. The relationship between punishment and harm

ARTICLE 180- Even if the creditor has not suffered any damage, the agreed penalty must be executed.

If the damage suffered by the creditor exceeds the agreed penalty amount, the creditor
He cannot demand the excess amount unless he proves that he has a fault.

3. Burning of partial performance

ARTICLE 181- The provisions regarding the penal clause are

It also applies to contracts that stipulate that the portion will remain with the creditor.

Provisions regarding sales in installments are reserved.

II. Amount, invalidity and reduction of the penalty

ARTICLE 182- The parties can freely determine the amount of the penalty.

If the original debt is invalid for any reason or if it has become impossible for a reason for which the debtor cannot be held responsible, the execution of the penalty cannot be demanded. If the penalty clause is invalid or becomes impossible later for a reason for which the debtor cannot be held responsible, it does not affect the validity of the original debt.

The judge automatically lowers the penalty condition he deems excessive.

CHAPTER FIVE

Party Changes in Debt Relations

FIRST SECTION

Transfer of Claim

A. Terms

I. Voluntary transfer

1. In general

ARTICLE 183- Unless the law, contract or nature of the work prevents it, the creditor may transfer his receivables to a third party without seeking the consent of the debtor.

The debtor cannot put forward the defense that it has been decided that the receivable cannot be transferred, against the third party who has taken over the receivable by relying on a written debt recognition that does not contain a transfer ban.

2. Shape

ARTICLE 184- The validity of the transfer of the claim depends on the fact that it is made in writing.

Promise to transfer the receivable does not depend on the form.

II. Legal or judicial transfer and effect

ARTICLE 185- If the transfer of the claim has taken place in accordance with the law or a court decision, this transfer can be claimed against third parties without the need for a special form and the previous creditor's declaration of consent.

B. The terms of the transfer

I. Borrower's status

1. Performance in good faith

ARTICLE 186- If the debtor has not been notified by the transferor or the transferee that the receivable has been transferred, to the previous creditor; If the receivable has been transferred several times, it is discharged from the debt by performing in good faith to one of the previous transferees instead of the last transferee.

2. Refusal of performance and deposit

ARTICLE 187- The debtor of a receivable whose ownership is in dispute, can avoid the performance and gets rid of the debt by depositing the subject of the receivable to the place determined by the judge.

If the debtor performs despite knowing that the receivable is contentious, he will be responsible for the consequences.

The dispute, which is the subject of the lawsuit, has not yet been concluded by the court and the debt is due. each party may compel the debtor to deposit the performance.

3. Borrower's defenses

ARTICLE 188- The debtor may also put forward the defenses he had against the transferor against the transferee when he learned about the transfer.

When the debtor learns of the transfer, he can exchange the non-due receivable with the debt, provided that it is due before or at the same time as the transferred receivable.

II. Priority rights and transition of dependent rights

ARTICLE 189- Priority other than those specific to the transfer of the claim and the personality of the transferor rights and related rights also pass to the transferee.

Interests accrued together with the original receivable are also considered transferred.

III. Delivery of bills and documents and giving information

ARTICLE 190- The transferor is obliged to deliver the deed of receivable and other documents related to the proof in his possession to the transferee and to provide the necessary information in order to claim his receivable.

IV. Guarantee

1. In general

ARTICLE 191- If the receivable is transferred in return for a performance, the transferor guarantees the existence of the receivable and that the debtor has the ability to pay.

If the receivable is transferred without a performance obligation or transferred to someone else in accordance with the law, the transferor or the previous creditor is not responsible for the existence of the receivable and the solvency of the debtor.

2. Transfer for performance

ARTICLE 192- If the creditor has not determined the amount to be deducted from the debt, although the creditor has transferred the receivable for the performance of the debt, the transferee is obliged to deduct the amount that he received from the debtor, or that he could have received if he had shown the necessary care, to his own receivables.

3. Scope of liability

ARTICLE 193- The transferee, who is liable for the guarantee, makes the following claims: can be found:

1. To return the counter deed together with interest.
2. Expenses caused by the transfer.

3. The unsuccessful attempts he has made to obtain the receivable he has taken over against the debtor.
the costs incurred.

4. Other losses incurred by the transferor unless he proves his faultlessness.

C. Reservation of special provisions

ARTICLE 194- The provisions set by law specific to the transfer of certain rights are reserved.

SECOND SECTION

Assumption of Debt

A. Internal undertaking agreement

ARTICLE 195- The person who makes an internal undertaking contract with the debtor is under the obligation to relieve the debtor from his debt by performing the debt himself or by assuming the debt with the consent of the creditor.

Unless the debtor fulfills his obligations arising from the internal undertaking contract, on the other hand, unable to fulfill its obligations.

If the debtor has not been relieved of his debt, he may seek assurances from the other party.

B. Outsourcing agreement

I. Suggestion and acceptance

ARTICLE 196- The replacement of the debtor with a new debtor and his recovery from his debt will be made by the contract to be made between the debtor and the creditor.

The internal undertaking contract is delivered to the creditor by the undertaker or, with his consent, by the debtor. notification means a proposal for the conclusion of an external undertaking agreement.

The creditor's acceptance may be explicit or implicit. If the creditor accepts the performance of the undertaker without making any reservation or consents to any other action performed by him as a debtor, he is deemed to have accepted the assumption of the debt.

II. Binding of the proposal

ARTICLE 197- The proposal regarding the assumption of the debt can always be accepted by the creditor. However, the undertaker or previous borrower may set a deadline for acceptance. If the creditor remains silent until the expiry of this period, the proposal is deemed to be rejected.

Before the proposal is accepted by the creditor, a new internal undertaking agreement is made and if a proposal is made to the creditor regarding this second undertaking, the first proposal is freed from being bound by his proposal.

C. Consequences of change of debtor

I. Related rights and obligations

ARTICLE 198- Even if the debtor has changed, the dependent rights of the creditor other than those specific to the debtor's personality remain reserved.

However, the responsibilities of the third party pledger and the guarantor as a guarantee of the debt continue only if they give written consent to the undertaking of the debt.

II. Defenses

ARTICLE 199- The right to put forward defenses regarding the assumed debt passes to the new debtor.

Unless otherwise agreed in the external undertaking agreement, the new debtor cannot make personal defenses against the creditor that the previous debtor may put forward.

The new debtor, the defenses arising from the internal assumption agreement against the creditor. cannot claim.

D. Invalidity of the contract

ARTICLE 200- If the external undertaking agreement becomes null and void, the old debt continues to exist together with all its dependent debts, without prejudice to the rights of third parties in good faith.

Furthermore, unless the obligee proves that he cannot be blamed for the invalidation of the undertaking agreement and the loss of the obligee, the obligee may request compensation from the undertaker due to the loss of the previously provided security or for any other reason.

E. Participation in debt

ARTICLE 201- Joining a debt is a contract made between the participant and the creditor to be on the side of the debtor, resulting in the participant being responsible for the debt together with the debtor.

The debtor and the debtor are jointly and severally liable to the creditor.

F. Takeover of property or business

ARTICLE 202- The person who takes over an asset or a business together with its assets and liabilities shall be liable for the debts in the assets or the business against them, starting from the date it notifies the creditors or announces it with an announcement to be published in the Trade Registry Gazette for commercial businesses and in one of the newspapers distributed throughout Turkey for others.

However, the previous debtor remains liable with the transferee as a joint debtor for a period of two years. This period, for due debts, from the date of notification or announcement; For debts that will become due later, it starts to run from the date of due date.

The consequences of assuming debts in this way are the consequences of the external undertaking contract. is identical to the results.

Unless the obligation to notify or announce by announcement is fulfilled by the transferee, the two-year period stipulated in the second paragraph shall not start to run.

G. Merger and transformation of businesses

ARTICLE 203- If an enterprise is merged with another enterprise through the mutual acquisition of assets and liabilities or the participation of one of them to the other, the creditors of both enterprises have rights arising from the acquisition of an asset and may receive all their receivables from the new enterprise.

A company owned by a single person and converted into a collective or limited partnership.
The same provision applies to the debts of the enterprise.

H. Reservation of special provisions

ARTICLE 204- The debt regarding the sharing of the inheritance and the transfer of the pledged immovables
Special provisions regarding the undertaking are reserved.

THIRD SECTION

Transfer of Agreement and Joining the Agreement

A. Transfer of contract

ARTICLE 205- The transfer of the contract is an agreement made between the transferee and the transferee and the remaining party, and transferring all rights and obligations of the transferor to the transferee, together with the status of being a party arising from this contract.

The agreement between the transferee and the transferor of the contract, based on the prior consent or subsequently approved by the other party remaining in the contract, is also subject to the provisions of the transfer of the contract.

The validity of the transfer of the contract depends on the form of the transferred contract.

Conditions of succession arising from the law and other special provisions are reserved.

B. Joining the contract

ARTICLE 206- Participation in a contract is an agreement between the participant and the parties to this contract, in order to stand by one of the parties to an existing contract, which results in the participant having the rights and obligations of the party he is with.

Unless otherwise agreed in the agreement, the party participating in the contract and the party with which he is with him are jointly and severally obligated to the other party of the contract.

The validity of joining the contract depends on the form of the contract.

PART TWO

Private Debt Relations

FIRST PART

Sales Agreement

FIRST SECTION

General provisions

A. Definition and provisions

ARTICLE 207- The sales contract states that the seller transfers the possession and property of the sold to the buyer.
A transfer is a contract in which the buyer undertakes to pay a price in return.

Unless otherwise agreed in the contract or there is a custom to the contrary, the seller and buyers are obliged to fulfill their debts at the same time.

The price that can be determined according to the situation and conditions, the agreed price is in effect.

B. Benefit and damage

ARTICLE 208- Benefit and damage of the sold item, except in exceptional cases arising from the law, the necessity of the situation or the special conditions stipulated in the contract; In movable sales, the transfer of possession belongs to the seller until the moment of registration in immovable sales.

In movable sales, the buyer's default in taking over the possession of the sold item
In the event of a transfer of possession, the benefit and damage of the seller passes to the buyer.

If the seller, at the buyer's request, sends the goods from the place of performance to another place, the benefit and damage pass to the buyer when the goods are delivered to the carrier.

SECOND SECTION

Movable Sales

A. Subject

ARTICLE 209- Those whose sale of movables are deemed immovable in accordance with the Turkish Civil Code
It is the sale of things other than those specified as movable in other laws.

Products may be removed from real estate, such as the ruins of a building and stones from a quarry.
The sale of integral parts whose ownership will be transferred after separation is also the sale of movables.

B. Seller's liabilities

I. Transfer of possession

Rule 1

ARTICLE 210- The seller is obliged to transfer his possession to the buyer in order to pass the ownership of the sold.

2. Transfer and transportation expenses

ARTICLE 211- Unless there is a contract or custom to the contrary, transfer expenses such as measuring and weighing belong to the seller, expenses incurred to take over the sold item and when the sold item needs to be moved from the place of performance to another location, transportation expenses belong to the buyer.

If an expense-free transfer is agreed, the seller is deemed to have undertaken the transportation expenses.

If the transfer is agreed without port and customs expenses, the seller is deemed to have undertaken the export, transit and import duties; but at the time the sold is taken over by the buyer
shall not be deemed to have undertaken the excise taxes paid.

3. Seller's default

a. Rule and discrete case

ARTICLE 212- In case of default of the seller, general terms regarding the default of the debtor provisions apply.

In commercial sales for which a certain period of time has been set for the transfer of possession, if the seller defaults, it is accepted that the buyer waives the transfer request and wants the loss arising from the non-performance of the debt.

If the buyer intends to request the transfer of the sold item, he must immediately notify the seller of this at the expiry of the specified period.

b. Expense debt and scope

ARTICLE 213- The seller, who has not fulfilled his debt, is obliged to compensate the loss suffered by the buyer due to this. liable.

If the seller does not fulfill his debt, the buyer may request the compensation of the loss to be calculated according to the difference between the sale price and the price paid in accordance with the rules of honesty to buy someone else instead of the sold that has not been transferred to him.

For the goods sold, registered in the stock exchange or with a market price, the buyer may request the compensation of the loss to be calculated according to the difference between the sale price and the market price on the specified performance day, without having to buy someone else instead.

II. Responsibility for seizure

1. Subject

ARTICLE 214- If all or a part of the sold is taken from the buyer by a third party due to a right existing at the time of the establishment of the sales contract, the seller will be liable to the buyer for this reason.

If the buyer knew about the risk of being taken away at the time of the conclusion of the contract, the seller is not liable for it unless he has undertaken it separately.

If the seller has hidden the right of the third party, remove or limit his liability
The agreement made in this regard is absolutely null and void.

2. Proceedings

a. Notice of the case

ARTICLE 215- When the buyer, who is faced with the danger of taking away the goods sold, notifies the seller of the lawsuit filed against him, the seller is obliged to either join the lawsuit with the buyer or to follow and defend the case against the third party, taking the place of the buyer, as required by the situation and in accordance with the judicial procedure.

If the notification is made at a time convenient for participation and defense, the judgment against the buyer will also have consequences for the seller, unless it is proven that it was given due to his gross negligence.

If the case has not been reported to the seller for reasons that cannot be attributed to him, the seller is relieved of his liability to the extent that he can prove that a more favorable judgment could have been obtained had it been notified in time.

b. Don't give away what's sold without a court order

ARTICLE 216- The seller's liability for seizure continues in the following cases:

1. The buyer, without waiting for a court decision, has the right of the third party to comply with the honesty rules. properly recognized and given to him what was sold.

2. If the buyer, without waiting for the third party to file a lawsuit against him, warns the seller without delay that he will resolve the dispute regarding the claim on the seller by litigation, otherwise he will resort to arbitration, and if he has not received any results, he resorted to arbitration.

The responsibility of the seller continues even if the buyer proves that he is obliged to give the goods to the third party.

3. Buyer's rights

a. in full possession

ARTICLE 217- If the entire sale is taken from the buyer, the sales contract automatically terminated and the buyer may request the following from the seller:

1. By deducting the value of the products that it has obtained or neglected to obtain from the sold, return the sales price he has paid, together with interest.
2. Expenses that cannot be claimed from the third party who bought the sold item.
3. All proceedings other than those which can be avoided by reporting the case to the seller expenses and non-judgmental expenses.
4. Other directly suffered due to the complete withdrawal of the sold item damages.

Unless the seller proves that no fault can be attributed to him, the buyer He is also obliged to compensate for the other damages he has suffered due to the removal from him.

b. in partial seizure

ARTICLE 218- With a limited real right, a part of the sold has been taken away or sold. If it is loaded, the buyer can only request compensation for the damage suffered because of this.

However, if it is clear from the circumstances and conditions that the buyer would not have bought it had he known about this situation, the buyer may ask the judge to decide on the termination of the contract. In this case, the buyer is obliged to return the remaining portion of the sold item to the seller, together with the benefits it has received until then.

III. Responsibility for shame

1. Subject

a. Generally

ARTICLE 219- The seller is not only liable for the absence of the qualities he has declared to the buyer in any way, but also for material, legal or economic defects that are contrary to the quantity affecting the quality or quality, that eliminate or significantly reduce the value in terms of purpose of use and the benefits expected from him by the buyer. is also responsible.

Even if the seller does not know about the existence of these defects, he is responsible for them.

b. In animal sales

ARTICLE 220- In the sale of animals, the seller is not responsible for the defect unless he undertakes it in writing or if he has a serious fault.

2. Non-liability agreement

ARTICLE 221- If the seller is seriously defective in transferring the sold item as defective, Any agreement that excludes or limits its liability is strictly null and void.

3. Defects known to the buyer

ARTICLE 222- The seller is not responsible for the defects known to the buyer at the time of establishment of the sales contract.

The seller is responsible for the defects that the buyer can see by adequately reviewing the sold item, but If he also undertakes that there is no such defect, he will be responsible.

4. Review and notify vendor a. Generally

ARTICLE 223- The buyer is obliged to review the condition of the sold item, as soon as possible, according to the ordinary course of business, and if he sees a defect in the sold item that requires the responsibility of the seller, he is obliged to notify him in a suitable time.

If the buyer neglects to review and give notice, it is deemed to have accepted the sale. However, this provision does not apply if there is a defect in the sold item that cannot be discovered by an ordinary inspection. If such a defect is discovered later, the seller must be notified immediately; If not notified, the sold is deemed to have been accepted with this defect.

b. In animal sales

ARTICLE 224- If the period for which the seller will be responsible in the sale of animals has not been determined in writing and the defect is not related to the pregnancy of the animal, the seller can only be notified of the defect within nine days starting from the date of the transfer or the buyer's default in the takeover, and also to request the expert's review of the animal from the competent authority within the same period. shall be liable.

5. Consequences of the seller's gross negligence

ARTICLE 225- The seller, who is severely defective, shall not be liable for the defect in the sold item in due time. cannot be relieved of the responsibility, even partially, by claiming that it has not been notified.

The same provision is valid for the defects that should be known to those who have a profession as a seller.

6. Sending the sold item from another place

ARTICLE 226- The buyer, who claims that the goods sent from another place are defective, are obliged to temporarily take the necessary measures to protect the seller, if there is no representative of the seller at his location. The buyer cannot return the product he claims to be defective without taking the necessary measures to protect it.

The buyer is obliged to have the condition of the sold duly determined without delay.

If he does not do this, the burden of proving that the defect he claimed existed at the time the seller reached him falls on the buyer.

If there is a danger that the sold item will deteriorate in a short time, the buyer is authorized to have it sold through the court where it is located, and is even obliged to have it sold if the seller's benefit requires it.

If the buyer does not notify the seller as soon as possible, he will be responsible for the resulting damage.

7. Optional rights of the buyer

a. Generally

ARTICLE 227- In cases where the seller is responsible for the defects of the sold item, the buyer shall: may use one of the optional rights:

1. Withdrawing from the contract by declaring that he is ready to return the sold item.
2. Keeping the sold item and asking for a discount on the sales price at the rate of defects.
3. At the seller's expense, unless it requires excessive expense requesting a free repair of the sold item.
4. If possible, requesting that the sold product be replaced with a non-defective one.

The buyer reserves the right to claim compensation in accordance with the general provisions.

The seller immediately gives the buyer a free copy of the same product and may prevent him from exercising his optional rights by eliminating all of them.

If the buyer uses his right to withdraw from the contract, if the situation does not justify this, the judge may decide to repair the sold item or to reduce the sales price.

If the shortfall in the value of the sold is very close to the selling price, the buyer can only withdraw from the contract. or to request that the sold product be replaced with a non-defective one.

b. Destruction or severe damage to the sold item

ARTICLE 228- The destruction or severe damage of the sold item, which has been transferred to the buyer as defective, due to a defect, unexpected situation or force majeure does not prevent the buyer from exercising his right to withdraw from the contract. In this case, the buyer is obliged to return whatever is left of the sold item.

If the sold has been destroyed due to a reason attributable to the buyer, or if the buyer has transferred it to someone else or has changed its form, the buyer may only request that the deduction in value be deducted from the sale price.

8. Consequences of turning

a. Generally

ARTICLE 229- The buyer returning from the sales contract is obliged to return the sold item to the seller with the benefits obtained from it. In return, the buyer may also request the following from the seller:

1. Returning the paid sales price with interest.

2. Payment of litigation expenses and expenses incurred for the seller, as in full possession of the sold.

3. Elimination of the direct damage arising from the defective goods.

Unless the seller proves that no fault can be attributed to him, he is also obliged to compensate for other damages of the buyer.

b. In the sale of multiple goods

ARTICLE 230- If more than one good or a good consisting of more than one piece is sold together and some of them are found to be defective, the right to return can only be used for those who are found to be defective. However, if it is not possible to separate the defective part from the other without causing significant damage to the buyer or the seller, the right of return shall cover the entire product. mandatory.

Returning from the sale for the original sold, even if they are sold by showing a separate sale price, includes add-ons; however, the rotation for add-ons does not include the original sold.

9. Timeout

ARTICLE 231- Unless the seller has undertaken for a longer period, any lawsuit regarding the liability arising from the fault of the sold item becomes time-barred within two years, starting from the transfer of the sold item to the buyer, even if the defect in the sold item occurs later. The right of defense arising from the defect notified by the buyer within two years starting from the transfer of the sold item to him, does not disappear with the expiration of this period.

If the seller is seriously defective in transferring the sold item as defective, two-year statute of limitations cannot take advantage of the deadline.

C. Buyer's debts

I. Payment of the sales price and takeover of the sold ARTICLE

232- The buyer shall pay the sales price as agreed in the sales contract.

He is obliged to pay and take over what is sold to him.

If there is no local custom or agreement to the contrary, immediate takeover is required.

II. Determination of the sales price

ARTICLE 233- If the buyer has declared that he will receive the goods without specifying the sale price, The sale is deemed to have been made over the average market price at the place and time of performance.

If the sale price is calculated according to the weight of the sold, the tare is deducted.

In the sale of some commercial goods, commercial practices regarding making a discount from the tare weight in terms of quantity or percentage, or determining the price over the tare weight are reserved.

III. Due and interest of the sale price ARTICLE

234- Unless there is a contract to the contrary, the sale price when it is in the possession of the buyer who is sold becomes due.

If there is a custom that interest may be charged, or if the buyer has the opportunity to obtain products or other yields from the goods, or in case of default after a certain day has passed, interest may be charged to the sale price without the need for a separate warning.

IV. Buyer's default

1. Seller's right of return

ARTICLE 235- If the buyer is in default in cases where the sold item must be transferred after the sale price is paid or at the time of payment, the seller may withdraw from the sale without any action.

The seller who wishes to exercise this right must notify the buyer of the situation without delay.

If the possession of the sold item has been transferred to the buyer without paying the sale price, the seller's right of return, due to the buyer's default, is subject to the express reservation of this right in the contract.

2. Calculation and reparation of the damage

ARTICLE 236- The buyer who does not fulfill his debt, the loss suffered by the seller because of this. responsible for resolving it.

The seller may request from the buyer, who has been in default in paying the sale price, to compensate for the loss to be calculated according to the difference between this price and the price obtained from the sale of the sold item to someone else in accordance with the rules of honesty.

For the goods sold, registered in the stock exchange or with a market price, the seller may request the buyer to compensate for the loss calculated according to the difference between the sale price and the price of the goods on the specified payment day, without the need for such a sale.

THIRD SECTION

Sale of Real Estate and Rights Relating to Sale

A. Figure

ARTICLE 237- In order for the sale of the immovable to be valid, the contract must be officially regulation is essential.

Promises to sell real estate, repurchase and purchase agreements are not valid unless they are formally drawn up.

The validity of the pre-emption agreement depends on whether it is made in writing.

B. Rights giving rise to sales

relationship I. Term and annotation

ARTICLE 238- Preemption, redemption and purchase rights are valid for a maximum of ten years. It can be decided upon and annotated in the land registry for the period determined by the laws.

II. Transfer and inheritance ARTICLE 239- Unless

there is an agreement to the contrary, pre-emption, purchase and recovery arising from the contract.

Purchase rights are not transferable, but are inherited.

If it is agreed by contract that these rights can be transferred, the transfer shall not be valid unless done in the manner prescribed for its establishment.

III. preemption right

1. Advocating

ARTICLE 240- The right of pre-emption can be used in cases where the sale of the immovable or any transaction that is economically equivalent to the sale is made.

Allocating the immovable to one of the heirs in the sharing of the inheritance, selling it by forced auction, performing public services and acquiring them for similar purposes

In such cases, the right of pre-emption cannot be exercised.

2. Terms and conditions

ARTICLE 241- The seller or the buyer, the sales contract has been made and the content is pre- emptied. must notify the owner of the right through a notary public.

If the sales contract is terminated after the pre-emption right has been exercised or if it is not approved due to personal reasons of the buyer, this situation will be brought forward against the owner of the pre-emption right. cannot be driven.

Unless otherwise stipulated in the contract establishing the preemption right, the holder of the preemption right acquires the immovable with the conditions of sale agreed by the seller with the third party.

The above provisions are also applied in transactions that are economically equivalent to sales.

3. Use and provisions

ARTICLE 242- The right owner who wishes to use the pre-emption right arising from the contract, if this right has been annotated and the ownership of the immovable has been registered in the name of the buyer; otherwise, he has to file a lawsuit against the seller within three months from the date of notification of the sale or any other transaction that is economically equivalent to the sale, and in any case within two years from the date of the sale.

C. Sale of real estate

I. Conditional sale and retention of ownership

ARTICLE 243- In the conditional sale of an immovable, registration cannot be made in the land registry unless the condition is met.

The condition of keeping the ownership in the sale of the immovable cannot be registered either.

II. Responsibility

ARTICLE 244- Unless there is an agreement to the contrary, the immovable sold is written in the sales contract. If it does not cover the surface area, the seller is obliged to pay compensation to the buyer for the deficiency.

The immovable sold is the surface area written in the land registry based on an official measurement. The seller is not liable for compensation unless specifically undertaken.

Lawsuits arising from the defectiveness of a building, starting from the passing of ownership, year, and if the seller has a serious fault, the statute of limitations expires after twenty years.

III. Benefit and damage

ARTICLE 245- Receipt of the sold item by the buyer at a time after registration

If a period of time is specified in the contract, its benefits and damages pass to the buyer upon delivery. This provision also applies if the buyer is in default in receiving the goods sold.

The validity of this contract depends on whether it is made in writing.

IV. Implementation of the rules on the sale of movable

ARTICLE 246- The rules regarding the sale of movables are also applied in the sale of immovable by analogy.

FOURTH SECTION

Some Types of Sales

A. Sales on sample

I. Definition

ARTICLE 247- Sale on sample is a sale made with the agreement of the parties that the subject of the contract is suitable for a sample left to the buyer or a third party, or for a good they have determined.

II. burden of proof

ARTICLE 248- If the party to whom the sample is given in the sale on the sample is not under the burden of proving that the sample in his hand is the sample given to him, even if the form of the sample has changed, if this change is a compulsory result of the review, the claim of the buyer is considered correct. However, the other party has the right to prove otherwise.

If the sample is damaged or destroyed while in the buyer's possession, the burden of proving that the item sold does not conform to the sample falls on the buyer, even if there is no fault.

B. Selling on condition of liking

I. Definition

ARTICLE 249- Selling on the condition of liking, by trying or reviewing what is sold by the buyer. It is a sale made on the condition that he likes it.

II. Terms

ARTICLE 250- In the sale with the condition of liking, the buyer accepts the sold or does nothing. is free to return it without giving any reason.

Even if the sold is in the possession of the buyer, the ownership of the sold remains with the seller until it happens.

III. Try or review

1. Next to the seller

ARTICLE 251- If the trial or review needs to be done in the presence of the seller and the buyer does not explain whether he accepts the sold product within the required time according to the contract or custom, the seller is released from the contract.

If no such period has been set, the seller may, after an appropriate period, give notice to the buyer to indicate whether he accepts the sale; If this warning is not responded to immediately, the seller is freed from contractual commitment.

2. Next to the buyer

ARTICLE 252- If the sold item has been given to the buyer without being tried or reviewed, within the time required according to the contract or custom, or if there is no such period, if the buyer does not immediately notify that he does not like the sold item or does not return it, upon the seller's notice, the condition of liking will be fulfilled.

The condition of liking is also fulfilled if the buyer pays all or part of the sale price without expressing any reservation or uses the product in a way that exceeds the purpose of testing or reviewing.

C. Partial payment sales

I. Sale in installments

1. Definition, form and content

ARTICLE 253- Sale in installments is where the seller undertakes to deliver the sold movable to the buyer before the payment of the sale price, and the buyer undertakes to pay the sale price in part.
is the sale.

An installment sale contract is not valid unless it is made in writing.

In case the goods are sold within the scope of the seller's commercial activity, the following matters are stated:

1. Name and place of residence of the parties.
2. Subject of sale.
3. The pre-sale price of the sold item.
4. Additional cost to be specified due to payment in installments.
5. Total selling price.
6. All other acts undertaken by the buyer in cash or in kind.
7. The amount and maturity of the down payment and installments, and the number of installments, not less than two.
8. Withdraw the Buyer's declaration of intent to conclude the contract within seven days.

right to receive.

9. Agreement records relating to retention of title or transfer of receivables for sale, if stipulated.

10. In case of default or postponement of maturity, thirty percent of the statutory interest rate interest to be paid no more than

11. Place and date of establishment of the contract.

2. Consent of the legal representative

ARTICLE 254- The validity of the sales contract in installments made by a minor or limited person who has the power to discriminate depends on the written consent of the legal representative. In this case, the consent must be given at the latest when the contract is concluded.

3. The contract's terms and consequences and the withdrawal statement

ARTICLE 255- An installment sale contract becomes effective and results in terms of the buyer seven days after receiving a copy of the contract signed by the parties.

The buyer may notify the seller in writing that he has withdrawn the declaration of will within this period. This right cannot be waived in advance. The fact that the notice of withdrawal is mailed on the last day of the period is sufficient for it to have consequences.

If the seller has transferred the goods to the buyer within the recovery period, the buyer may use the goods only to the extent required by an ordinary review; otherwise, the contract will give birth to its terms and consequences.

In case the buyer exercises his right of withdrawal, no withdrawal money can be requested from him.

4. Rights and obligations of the parties

a. Debt to pay the down payment and the duration of the contract

ARTICLE 256- The buyer is obliged to pay at least one tenth of the cash sale price in cash at the latest at the time of delivery, and the remaining part of the sale price within three years following the conclusion of the contract.

The President halves the down payment amount and the legal payment periods according to the type of sale. as much as it can download up to twice as much.¹

The seller, who transfers the sold item to the buyer without fully receiving the minimum down payment specified in the law, loses its right to claim the unpaid portion of the down payment.

An increase in the sales price in return for the withdrawal of the down payment is null and void.

b. Buyer's def

ARTICLE 257- The buyer pays the seller's receivables arising from the installment sale and cannot waive the right to barter in advance.

In case the receivable is transferred, the buyer's defenses regarding the sales price receivable cannot be limited or eliminated.

¹ With Article 190 of the Decree-Law dated 2/7/2018 and numbered 700, the phrase "Council of Ministers" in this paragraph was changed to "President".

c. Full payment of the sale price ARTICLE

258- Unless the installment debt is tied to a bill of exchange, the buyer can always get rid of his debt by paying the remaining part of the sale price at once. In this case, the portion of the price added to the cash sale price corresponding to the unpaid installments is reduced by not less than half, in accordance with the shortening of the payment period.

5. Buyer's default

a. Seller's right of choice

ARTICLE 259- If the buyer defaults on the down payment, the seller may only request the down payment or withdraw from the contract.

If the buyer is in default in paying the installments, the seller may request the payment of all the overdue installments or the remaining sales price at once or withdraw from the contract. The seller may demand the entire remaining sales price or withdraw from the contract, provided that this right is expressly reserved and the buyer pays at least two consecutive installments, or at least one fourth, or the last installment, which constitutes at least one tenth of the agreed sale price. depends on the default. However, if the amount that the seller may request due to the return is equal to or more than the amount of the paid installments, the seller cannot withdraw from the contract.

The seller must give the buyer a period of at least fifteen days before exercising his right to demand full payment of the remainder of the sale price or to withdraw from the contract.

b. Withdrawing from the contract

ARTICLE 260- If the seller returns from the contract after the transfer of the sold item to the buyer due to the buyer's default in paying the installments, both parties are obliged to return what they have received. The seller may also ask for an equitable usage fee and compensation if the value of the sold item is reduced due to unusual use. However, the seller cannot ask for more than he would have gotten had the contract been performed on time.

If the seller returns from the contract before the transfer of the sold item due to the buyer's default in payment of the down payment, he may request compensation from the buyer only on the unpaid down payment, with the legal interest to be accrued until the date of return from the contract, and after the conclusion of the contract, due to the loss of value of the sold item. If the penalty condition has been agreed, it cannot exceed ten percent of the cash sale price.

c. judge's intervention

ARTICLE 261- The judge may provide payment facilities to the buyer and prohibit the seller from repurchasing the sold item, provided that the defaulting buyer gives assurance that he will pay his debts and the seller does not suffer any damage due to this new regulation.

6. Competent court and arbitration

ARTICLE 262- The buyer, whose domicile is in Turkey, cannot waive the authority of the court in the domicile beforehand, and cannot enter into an arbitration agreement, regarding the disputes arising from the installment sales contract to which he is a party.

7. Application area

ARTICLE 263- Provisions regarding sales in installments are applicable for the same economic purpose. applies to transactions.

In the loan agreements made for the purpose of acquiring a movable, if the seller transfers the receivable of the sale price to the lender with or without reservation of ownership, or if the seller and the lender agree otherwise and provide the delivery of the goods to the buyer in order to pay the sales price in installments later on, the sale will be made in installments. The relevant provisions are applied by analogy. It is obligatory to include the obligatory clauses in the installment sales contracts in the loan agreement. However, instead of the cash sales price and the total sales price, the borrowed amount and the total loan amount to be paid to the lender are shown.

In installment loan agreements related to cash sales, if the legal minimum down payment has been paid to the lender and the cash sales price has been fully met without any additions at the time of making the loan agreement, the provisions regarding sales in installments do not apply.

In the event that the buyer acts as a merchant or the goods are purchased for the needs of a commercial enterprise or for professional purposes, only the provisions of the second paragraph of Article 259, the first paragraph of Article 260 and the provisions of Article 261 regarding the sale by installments shall apply.

II. Sales in prepaid installments

1. Definition, form and content

ARTICLE 264- A prepaid installment sale is a sale in which the buyer undertakes to pay the sale price of a movable good in part in advance, and the seller undertakes to transfer the sold item to the buyer after the full payment of the price.

A prepaid installment sales contract is not valid unless it is made in writing.

The following matters are specified in the contract:

1. Name and place of residence of the parties.
2. Subject of sale.
3. Total selling price.
4. Number of installments, amount, maturity and duration of the contract.
5. The bank authorized to accept the installments.
6. The amount of interest charged to the buyer.
7. Withdraw the Buyer's declaration of intent to conclude the contract within seven days.

right to receive.

8. The right of the buyer to withdraw from the contract and the withdrawal money to be paid for this reason.
9. Place and date of establishment of the contract.

2. Rights and obligations of the parties

a. Securing payments

ARTICLE 265- In contracts with a payment term longer than one year or indefinite, the buyer is obliged to deposit the payments into an income-generating savings or investment account to be opened in his name at a bank specified in the contract.

The bank has to look after the interests of both parties. From the account opened by both parties Payment can be made with consent. This consent cannot be given in advance.

In contracts with a payment term of more than one year or indefinite, if the buyer withdraws from the contract pursuant to Article 269 until the transfer of the sold, the seller loses all of his rights on this account.

b. The right of the buyer to request the transfer of the goods

ARTICLE 266- After the buyer has paid the entire sale price, he can always request the transfer of the goods to him. However, if the seller is going to transfer the goods from someone else, the buyer has to give himself a suitable time for this.

In order for the seller to transfer the goods to the buyer, the conditions for the sale in installments must be complied with.

If the buyer has purchased more than one item or has reserved the right to choose, he may request the partial transfer of the sold item only after paying the minimum down payment stipulated in Article 256. This request cannot be made in cases where the seller constitutes a collection of goods. In the event that the sale price is not paid in full, it may be requested from the seller to partially transfer the sold item, provided that ten percent of the remaining portion is left to him as security.

c. Payment of the sale price

ARTICLE 267- In contracts with a payment term longer than one year or indefinite, the sales price must be fully paid at the time of transfer of the sold item. The buyer, who wants to transfer the sold item, can release up to one third of the sales price from the balance in his account in favor of the seller. However, no commitment can be made during the establishment of the contract.

D. Determination of the sales price

ARTICLE 268- The seller's total sales price determined at the time the contract was concluded.
All entries that reserve the right to charge an additional fee are void.

Although the total sale price to be paid is determined in the contract, if the item to be transferred has not been determined in advance and the buyer has been given the right to choose this item by the seller, the seller is obliged to fully comply with the choice to be made by the buyer, taking into account the usual prices in the cash sale.

Agreements contrary to this are valid only to the extent that they are in the interest of the buyer.

3. Termination of the contract

a. right of withdrawal

ARTICLE 269- In contracts whose payment period is longer than one year or indefinite, the buyer can always withdraw from the contract until the transfer of the goods.

In case of withdrawal from the contract, the withdrawal money to be paid by the buyer is determined by considering the nature of the situation and the time elapsed between the conclusion of the contract and the withdrawal. However, this amount cannot be less than two percent and more than five percent of the seller's total receivables. The Buyer may request that the portion of the payments made in excess of the withdrawal fee be returned to him, together with the proceeds.

If the buyer is unable to make the prepayments due to his death or permanent deprivation of earning, or if the seller's proposal to replace the contract with an installment sales contract is not accepted by the seller, withdrawal money cannot be requested.

b. The duration of the contract

ARTICLE 270- The obligation to perform the prepayments ends with the expiration of five years.

In contracts with a payment term of more than one year or indefinite, if the buyer does not request the transfer of the sold item after eight years, the seller warns him and gives him a period of three months. If the buyer remains indifferent during this period, the seller has the rights granted to the buyer in case of withdrawal from the contract.

c. Buyer's default

ARTICLE 271- If the buyer defaults on one or more prepayments, the seller may only demand payments that are due. However, if two consecutive prepayments constituting at least one tenth of the total receivable or a single prepayment constituting at least one quarter of the total receivable or the last prepayment is due, the seller also has the right to withdraw from the contract after the expiry of a one-month payment period to be granted to the buyer. It is possible.

If the seller returns from a contract with a payment term of one year or less, the second paragraph of Article 260 is applied by analogy. In contracts with a duration of more than one year, the seller may only request compensation for the losses exceeding the withdrawal money stipulated in the second paragraph of Article 269 and the average bank deposit interest to be paid to the buyer.

If the buyer, who has been in default in contracts with a duration of more than one year, requests the transfer of the goods, the seller may request the elimination of the decrease in the value of the goods after the transfer request, together with the legal principal interest. If the penalty is stipulated, its amount cannot exceed ten percent of the sales price.

In cases where the sold is transferred, the first part of Article 260 regarding the return clause is applied.

4. Limitation of application area

ARTICLE 272- Articles 264 to 271 shall not apply if the buyer acts as a merchant or the goods are purchased for the needs of a commercial enterprise or for professional purposes.

III. Common provisions

ARTICLE 273- Among the provisions regarding sales in installments, those relating to the consent of the legal representative, the conclusion and consequences of the contract and the explanation of redemption, the buyer's defenses, the transfer of the seller's receivable, the payment facilities provided by the judge and the competent court and arbitration, are also applied to the sale in prepaid installments.

If the buyer is obliged to make the payments before the transfer of the sold item, in the installment sale for which the transfer period is longer than one year or is indefinite, the provisions regarding the prepaid installment sale are applied by analogy.

D. Selling by auction

I. Definition

ARTICLE 274- Sale by auction; place, time and conditions

It is the sale made with the person who offers the highest price among the ready ones.

II. Establishment

ARTICLE 275- Unless the seller has made a statement to the contrary in the auction conditions, in the optional auctions where everyone can participate, the sales contract is established when the auction manager bids the person who proposes the highest price.

Sales through forced auction are established when the officer who manages the auction bids the person who proposes the highest price.

III. Terms

1. The moment the bidder is tied

a. Generally

ARTICLE 276- The person participating in the auction, within the framework of the conditions set for sale, depends on the proposal.

Unless there is a contrary condition, the loyalty of the proposer ends when a higher proposal is made, or if it is understood that there is no such proposal upon asking whether there is a higher proposal, it is terminated by not accepting the proposal immediately.

b. In the sale of real estate by auction

ARTICLE 277- In the sale of the immovable by auction, the tender or its rejection should be done immediately after the auction.

The condition that stipulates that the offeror's loyalty will continue after the increase is invalid. However, this rule does not apply in forced auctions and in cases where the tender must be approved by a public official.

2. Requirement of payment in cash

ARTICLE 278- Unless otherwise agreed in the auction conditions, the tender price must be paid in cash.
must be paid.

If the tender price is not paid in advance or in accordance with the auction conditions, the seller may immediately withdraw from the sale.

3. Passing of ownership

ARTICLE 279- The person who buys a movable property in the auction, at the time of the tender, owns it.
wins. The ownership of the immovable purchased from the auction passes to the buyer only upon registration in the land registry.

The auctioneer shall immediately register the real estate shown in the sales report in the name of the buyer.
notify the land registry office.

In the tenders made as a result of the forced auction, the special
provisions are reserved.

Transfer of ownership in optional private auctions is subject to general provisions.

4. Responsibility for seizure and defect

ARTICLE 280- Provisions regarding liability for seizure and defect are not applicable in forced auctions.

The person who buys the goods without the increase, does not comply with the property, the land registry or the conditions of sale or the law.
It becomes the owner together with its specific status, rights and burdens.

In optional auctions, the seller is responsible for the seizure and defects of the seller.
However, except in the case of cheating, it can be released from this responsibility by clearly stating and announcing it in the auction conditions.

IV. Cancellation of the auction

ARTICLE 281- If the realization of the tender is ensured by resorting to unlawful or unethical means, each interested party may request the cancellation of the tender from the court within ten days starting from the day he learns the reason for the cancellation, and in any case within one year following the date of the tender.

Special provisions regarding forced auctions are reserved.

SECOND PART

Goods Exchange Agreement

A. Definition

ARTICLE 282- The contract of exchange of goods is the contract in which one of the parties undertakes to transfer the possession and ownership of one or more things to the other party, and the other party undertakes to transfer the possession and ownership of another or more things as a counter deed.

B. Provisions to which it is subject

ARTICLE 283- The provisions of the sales contract are also applied to the goods exchange contract; Accordingly, each of the parties is the seller in terms of what it undertakes to give, and the buyer in terms of what it is assumed to be given.

C. Responsibility for seizure and defect

ARTICLE 284- Provisions of the sales contract regarding liability for seizure and defect to the extent appropriate, also applies to the goods exchange contract.

THIRD PART

Donation Agreement

A. Definition

ARTICLE 285- A donation contract is a contract in which the donor undertakes to make a donation from his assets to the donated person in order to bring about interpersonal results.

Waiving a right or rejecting an inheritance that has not yet been acquired is not forgiveness.

Fulfilling a moral duty is also not considered forgiveness.

B. Ability to forgive

I. For the Forgiving

ARTICLE 286- Anyone who has the capacity to act is exempt from the property regime between spouses or without prejudice to the limitations arising from the law of inheritance, can make donations.

If, as a result of a trial initiated within one year following the donation, it is decided that the donor is restricted because of his extravagance, that forgiveness may be canceled by the court.

II. For the donated

ARTICLE 287- If the person who does not have the capacity to act has the power to distinguish, he can accept forgiveness. However, if the legal representative of the donor forbids that person's acceptance of forgiveness or orders the return of the donated thing, the forgiveness ceases to exist.

C. Establishment

I. Pledge of forgiveness

ARTICLE 288- The validity of the promise of forgiveness is that this contract is in writing. depends on doing.

The validity of a promise to donate an immovable or a right in rem on the immovable depends on the fact that it is made in an official way.

The promise of forgiveness, which is invalid due to non-compliance with the form, is considered to be forgiven by hand when fulfilled by the donor. However, this provision does not apply to donations whose validity is tied to an official form.

II. hand donation

ARTICLE 289- Hand donation is established when the donor delivers a movable to the donor.

III. Conditional forgiveness

ARTICLE 290- Forgiveness can be made subject to a condition.

In donations, the fulfillment of which depends on the death of the donor, the provisions of the will are applied.

IV. Upload forgiveness

ARTICLE 291- The donor can put loads on his forgiveness.

The donor may request the fulfillment of the shipments accepted by the donor pursuant to the contract.

The fulfillment of a charge that has been donated in the public interest.

After the death of the donor, the authority to request passes to the relevant public institution.

The value of the issue of forgiveness does not cover the costs of fulfilling the shipment and if the excess is not paid to him, the donor may refrain from fulfilling the loading.

V. Returning to the forgiver conditional forgiveness

ARTICLE 292- If the donor dies before the donor,

may set the condition that the subject of forgiveness should return to him.

If the subject of donation is related to the real estate or a real right on the real estate,

The condition of returning to the donor can be annotated to the land registry.

VI. Withdrawal of forgiveness offer

ARTICLE 293- A person can donate a property that he proposes to donate to someone else,

Even if he has actually reserved, he can withdraw the offer of forgiveness until the acceptance of the donor.

D. The responsibility of the donor

ARTICLE 294- The donor is liable for the damage arising from forgiveness to this damage by gross negligence.

It is not responsible to the donor unless it causes a cause.

If the donor has promised a separate guarantee on the thing donated or the receivable, becomes responsible.

E. The disappearance of forgiveness

I. Withdrawal of forgiveness

ARTICLE 295- If one of the following situations has occurred, the donor may withdraw the donation by hand or the promise of forgiveness he has fulfilled, and may request the return of the forgiveness subject to the extent that the donor is enriched on the date of request:

1. If the donor commits a serious crime against the donor or one of his relatives.
2. The donor, arising out of law against the donor or a member of his family has materially breached its obligations.
3. If the donor has not fulfilled the upload without just cause in the upload donation.

II. Withdrawal of pardon and abstention from performance

ARTICLE 296- The one who promises to forgive can withdraw his word in the following cases and can avoid performing it:

1. If there is one of the reasons for which a donated property may be requested to be returned.
2. His financial situation has changed to such an extent that subsequently fulfilling the promise is extraordinarily difficult for him.
3. After pledging forgiveness, new family obligations have arisen for him or if those obligations have been significantly aggravated.

The inability of the forgiver to pay his debt is determined or his bankruptcy is decided. is granted, the obligation to perform is waived.

III. Duration of right of withdrawal and transfer to heirs

ARTICLE 297- The donor can withdraw the donation within one year, starting from the day he learns the reason for the withdrawal.

If the donor dies before the expiry of one year, the right of withdrawal passes to his heirs and they can use this right until the expiry of this period.

If the donor did not learn the reason for the recovery while he was alive, his heirs They can use their right to withdraw the donation within one year starting from the beginning of the year.

If the donor intentionally and unlawfully kills the donor or prevents him from exercising his right of recovery, his heirs can withdraw the donation.

IV. Death of the forgiver

ARTICLE 298- Unless otherwise agreed, forgiveness involving periodic acts ends with the death of the donor.

CHAPTER FOUR

Rental contract

FIRST SECTION

General provisions

A. Definition

ARTICLE 299- Rental contract is the contract in which the lessor undertakes to leave the use of a thing or to benefit from it together with the use to the lessee, and the tenant undertakes to pay the agreed rent in return.

B. Rental period

ARTICLE 300- The lease agreement can be made for a certain and undetermined period.

The lease agreement, which will expire without any notice upon the expiration of the agreed period, is for a fixed period; other lease agreements are deemed to have been concluded for an indefinite period.

C. Lessor's debts

I. Delivery debt

ARTICLE 301- The lessor is obliged to deliver the leased property on the agreed date in a condition suitable for the intended use in the contract and to keep it in this condition throughout the contract. This provision cannot be changed against the tenant in housing and roofed workplace rents; In other lease agreements, no arrangement contrary to this provision can be made against the tenant through general transaction conditions.

II. Obligation to bear tax and similar obligations

ARTICLE 302- Unless otherwise agreed or stipulated in the law, the lessor bears the compulsory insurance, tax and similar obligations regarding the leased property.

III. Obligation to bear ancillary expenses

ARTICLE 303- The lessor, related to the use of the leased person, or is liable to bear the side expenses incurred by the third party.

IV. Responsibility of the lessor for the faults of the lessor

1. Responsibility for the defects of the leased property at the

time of delivery ARTICLE 304- In case of delivery of the leased property with significant defects, the lessee may apply to the provisions regarding the default of the debtor or the responsibility of the lessor arising from the subsequent defective condition of the leased property.

In the delivery of the leased property with non-significant defects, the lessee may apply to the provisions regarding the responsibility of the lessor due to the defects arising.

2. Responsibility for the leased item to become defective later on

a. Generally

ARTICLE 305- If the leased item becomes defective later, the lessee may request the lessor to eliminate the defects or to make a reduction in the rental price proportional to the defect or to repair the damage. However, the request for compensation does not prevent the use of other optional rights.

In case of significant defect, the tenant's right to terminate the contract is reserved.

b. Request for rectification and termination

ARTICLE 306- The lessee, from the lessor to the leased defect in a suitable time may request its removal; If the defect is not remedied within this period, the lessee may have the defect rectified to the lessor's account and deduct the resulting receivable from the rental price, or may request that the leased one be replaced with a faultless one.

If the defect eliminates the suitability of the leased property for the foreseen use or The tenant may terminate the contract if it is prevented to a certain extent and is not remedied within the given time.

The lessor, instead of correcting the defect in the leased one, is free of defects within a suitable period of time. can replace it with a similar one.

The lessor immediately gives the lessor a faultless copy of the same property and can prevent him from exercising his optional rights by removing all the damage.

c. Lowering the rental price

ARTICLE 307- In the event that there are defects affecting the use of the leased property, the lessee may request a reduction in the rental price proportional to the defect, for the period between the learning of these defects by the lessor and the elimination of the defect.

D. Reparation of the damage

ARTICLE 308- Unless the lessor proves that he is not at fault, he is obliged to pay the lessee the damages arising from the defectiveness of the leased property.

V. Responsibility for rights asserted by third parties

1. Liability from seizure

ARTICLE 309- In the event that a third party asserts a right that is incompatible with the right of the lessee in the leased property, the lessor is obliged to undertake the case upon the notification of the lessee and to compensate for any damage suffered by the lessee.

2. Third party having superior right after the conclusion of the contract

a. Change of lease

ARTICLE 310- After the conclusion of the contract, the leased property is confiscated for any reason. changes, the new owner becomes a party to the lease.

Provisions regarding expropriation are reserved.

b. Third party having limited real rights

ARTICLE 311- If, after the conclusion of the contract, a third party becomes the owner of a real right on the leased property that affects the right of the lessee, the provisions regarding the change of ownership of the leased property are applied by analogy.

c. annotation to the land registry

ARTICLE 312- In immovable leases, an annotation of the tenant's right to tenancy to the land registry can be decided by contract.

D. Tenant's debts

I. Debt to pay rent

1. In general

ARTICLE 313- The tenant is obliged to pay the rent.

2. Time of performance

ARTICLE 314- Unless there is a contract to the contrary and local custom, the tenant is obliged to pay the rent and, if necessary, the ancillary expenses at the end of each month and at the end of the rental period at the latest.

3. Default of the lessee

ARTICLE 315- If the lessee does not perform the debt due to pay the rent or ancillary expenses after the delivery of the leased property, the lessor may give the lessee a period in writing and notify that if he does not perform within this period, he will terminate the contract.

The period to be given to the tenant is at least ten days, and at least thirty days for residential and roofed workplace rentals. This period begins to run from the day following the date of written notification to the tenant.

II. Duty to use with care and to respect neighbors

ARTICLE 316- The tenant is obliged to use the leased property with care in accordance with the contract and to show the necessary respect to the residents and neighbors of the property where the leased property is located.

In the event that the tenant violates this obligation, the lessor gives a written notice, giving at least thirty days for the rental of the residence and roofed workplace, to remedy the contradiction, otherwise it will terminate the contract. In other tenancy relationships, the lessor, without prior notice to the lessee, terminates the contract with a written notice.
may terminate immediately.

In the case of housing and roofed workplace rent, the lessor may terminate the contract immediately with a written notice, in the event that the lessee deliberately causes severe damage to the leased property, the time to be given to the tenant is understood to be useless, or the tenant's violation of this obligation is unbearable for the lessor or the people living in the same immovable and neighbors.

III. Debt to pay cleaning and maintenance expenses

ARTICLE 317- The lessee is obliged to pay the necessary cleaning and maintenance expenses for the regular use of the leased property. Local customs are also considered in this regard.

IV. Obligation to notify the lessor of the defects

ARTICLE 318- The lessee is responsible for the defects that he is not obliged to correct, to the lessor. obliged to notify without delay; otherwise he is liable for the resulting damage.

V. Obligation to bear the elimination of defects and display of the leased property

ARTICLE 319- The lessee is responsible for eliminating the faults of the leased or preventing damages. responsible for participating in the work.

The lessee, to the extent necessary for maintenance, sale or subsequent lease, and to allow the third person designated by him to visit the rented property.

The lessor is obliged to inform the lessee of the works and to see the rented property in an appropriate period of time, and to take into account the benefits of the tenant while these are done.

The rights of the tenant regarding the reduction of the rental price and the elimination of the damage are reserved.

E. Special circumstances

I. Making innovations and changes in the leased property

1. By the lessor

ARTICLE 320- The lessor, the leased property, which does not require the termination of the lease agreement and can make innovations and changes that can be expected from the tenant.

During the making of these innovations and changes, the lessor is obliged to observe the interests of the lessee. The rights of the tenant regarding the reduction of the rental price and the elimination of the damage are reserved.

2. By the tenant

ARTICLE 321- The lessee may make innovations and changes in the leased property with the written consent of the lessor.

The lessor, who consents to the innovations and changes, cannot demand the return of the leased property in its former state, unless agreed in writing.

If there is no written agreement to the contrary, the lessee can make the innovation and cannot claim compensation for the increase in the value of the leased property due to the changes.

II. Sub-lease and transfer of usage right

ARTICLE 322- The lessee may lease the leased property in whole or in part, as well as transfer the right to use it, provided that it does not cause a change that will harm the lessor.

Unless the lessor has the written consent of the lessor, It cannot rent the leased property to someone else, nor can it transfer its right of use.

If the sub-tenant uses the leased property in a manner other than that granted to the lessee, the lessee is liable to the lessor. In this case, the lessor can also use the rights it has against the lessee against the sub-tenant or the transferee of the usage right.

III. Transfer of lease 2

ARTICLE 323- The lessee cannot transfer the rental relationship to another person unless he obtains the written consent of the lessor. The lessor cannot refrain from giving this consent unless there is a justifiable reason in the workplace leases.

² This article shall not be applied for 8 years as of 1/7/2012. In this case, the provisions of the lease contract shall be applied in accordance with the freedom of contract regarding the subjects specified in these articles in the lease contracts. In cases where there is no provision in the lease agreements, the provisions of the abrogated Code of Obligations are applied.

With the written consent of the lessor, the person to whom the rental relationship is transferred, replaces the lessee, and the transferring tenant is relieved of its debts to the lessor.

In workplace leases, the assigning tenant is responsible until the end of the lease agreement and for a maximum of two years. shall be jointly and severally liable with the transferee for a period of time.

IV. Not using the leased

1. In general

ARTICLE 324- As long as it is available for use, the lessee is obliged to pay the rent, even if it is not used for a reason arising from the tenant himself or if it is used in a limited way. In this case, the expenses that the lessor has avoided are deducted from the rental price.

2. Return of the leased property before the end of the contract(2)

ARTICLE 325- If the lessee returns the leased property without complying with the term of the contract or the termination period, the debts arising from the lease contract continue for a reasonable period of time when the leased property can be leased under similar conditions. If the tenant finds a new tenant who can be expected to accept from the lessor before the expiration of this period, has the ability to pay and is ready to take over the rental relationship, the tenant's debts arising from the lease agreement are terminated.

The lessor does not use the leased property in a different way with the expenses he has avoided. It is obliged to deduct the benefits that it has obtained or deliberately avoided from the rental price.

V. Prohibition of waiver of trade

ARTICLE 326- The lessee and the lessor exchange their receivables arising from the lease agreement. They cannot waive their right to do so in advance.

F. Termination of contract

I. Expiration of time

ARTICLE 327- If an explicit or implicit period has been determined, the lease agreement expires automatically at the end of the period.

In this case, if the parties continue the rental relationship without an explicit agreement, the lease contract becomes an indefinite contract.

II. Notice of termination for indefinite lease agreements

1. In general

ARTICLE 328- In indefinite term lease agreements, each of the parties may terminate the contract by complying with the legal termination periods and termination notice periods, unless a longer termination notice period or another termination period has been agreed. The starting date of the lease agreement is taken as basis in the calculation of the termination periods.

If the termination period or notification period specified in the contract or law is not complied with, notification will be valid for the next termination period.

2. In immovable and movable building leases

ARTICLE 329- Each of the parties may terminate the lease agreement for an immovable or movable structure for the end of the rental period determined in local custom, or in the absence of such a custom, for the end of the six-month rental period, by complying with the three-month termination notice period.

3. In movable leases

ARTICLE 330- Each of the parties can terminate the lease agreement for a movable at any time by complying with the termination notice period to be made three days in advance.

The lessee of a movable property that is leased out by the lessor due to his professional activity and which is also for the private use of the lessee, may terminate the lease with a notice of termination at least one month in advance for the end of the three-month rental period. In this case, the lessor has no right to demand compensation for the damage.

III. extraordinary termination

1. Important reasons³

ARTICLE 331- Each of the parties may terminate the contract at any time by complying with the legal termination notice period in case of significant reasons that make the continuation of the rental relationship unbearable for itself.

The judge decides on the monetary consequences of the extraordinary termination notice, taking into account the circumstances and conditions.

2. Tenant's bankruptcy

ARTICLE 332- If the lessee becomes bankrupt after the delivery of the leased property, the lessor may request an assurance for the rental fees to be processed.

The lessor gives the tenant and bankruptcy office an appropriate period in writing for the assurance. If no assurance is given within this period, the lessor may terminate the contract immediately without complying with any termination notice period.

3. Death of the tenant

ARTICLE 333- In the event of the tenant's death, his heirs may terminate the contract for the end of the nearest termination period by complying with the legal termination notice period.

G. Return of the leased

I. In general

ARTICLE 334- The lessee is obliged to return the leased property at the end of the lease, in that case, at the end of the lease. However, the lessee is not responsible for wear and tear in the leased property due to use in accordance with the contract.

³ This article shall not be applied for 8 years as of 1/7/2012. In this case, the provisions of the lease contract shall be applied in accordance with the freedom of contract regarding the subjects specified in these articles in the lease contracts. In cases where there is no provision in the lease agreements, the provisions of the abrogated Code of Obligations are applied.

Agreements regarding the tenant's pre-commitment to pay any compensation other than to compensate for the damages that may arise from the use contrary to the contract, in case the contract is terminated, are void.

II. Reviewing the leased property and notifying the tenant

ARTICLE 335- The lessor is obliged to review the status of the lessee during the return and immediately notify him in writing of the deficiencies and defects that the lessee is responsible for. If this notification is not made, the tenant is relieved of all liability. However, in the presence of deficiencies and defects that cannot be determined by ordinary inspection at the time of receipt, the responsibility of the tenant continues. When the lessor detects such deficiencies and defects, he must immediately notify the lessee in writing.

H. The lessor's right of imprisonment

Subject I

ARTICLE 336- In immovable rentals, the lessor has the right to lien on the movables in the leased property that are used for furnishing or use of the leased property, with the assurance of one-year and six-month rentals in progress.

The lessor's right of lien, not to exceed the sub-tenant's rent debt to the principal tenant
It also includes movables of the same nature brought by the sub-lessee to the leased property.

The right of imprisonment cannot be exercised on the tenant's property that cannot be seized.

II. Goods belonging to third parties

ARTICLE 337- The rights of third parties on the goods that the lessor knows or should know do not belong to the lessee, and the goods that have been stolen, lost or in any other way out of the hands of the owner, precede the right of the lessor to imprisonment.

If the lessor learns that the movables brought to the lessee by the lessee are not in the possession of the lessee while the rental agreement is in progress, but does not terminate the agreement for the end of the nearest termination period, he loses his right of retention on this item.

III. exercise of the right

ARTICLE 338- If the lessee wants to move or move the movables in the leased property to another place, the lessor may withhold the movables in an amount sufficient to secure his receivables, with the decision of the magistrate or the executive director.

If the goods that are the subject of the detention decision are taken secretly or by force,

It is brought back to the rented person with the help of the law enforcement within ten days starting from the beginning of the year.

SECOND SECTION

Housing and Roofed Workplace Rents

A. Scope of application

ARTICLE 339- The provisions regarding the rental of residences and roofed workplaces are also applied to the goods left to the tenant to use. However, these provisions do not apply to the rental of immovables that are designated for temporary use for a period of six months or less.

Whatever the procedures and principles of public institutions and organizations,
These provisions also apply to all lease agreements.

B. Linked contract⁴

ARTICLE 340- If the establishment or maintenance of the contract in housing and roofed workplace rentals is dependent on the tenant's incurring a debt that is not directly related to the use of the leased property, the lease-related contract is invalid.

C. Usage expenses

ARTICLE 341- The tenant is obliged to bear the usage expenses such as heating, lighting and water, unless otherwise stipulated in the contract or if there is no local custom on the contrary.

The party bearing the expenses has to give a copy of the documents proving these expenses to the other party upon request.

D. Tenant's assurance⁽⁴⁾

ARTICLE 342- If a contractual obligation to provide assurance is brought to the tenant in the rental of residences and roofed workplaces, this assurance cannot exceed the three-month rental fee.

If it is decided to give money or valuable papers as security, the lessee deposits the money in a savings account and deposits the valuable papers in a bank, not to be withdrawn without the consent of the lessor. The Bank can only return the guarantees with the consent of both parties or upon the finalization of the enforcement proceedings or on the basis of a finalized court decision.

If the lessor has not notified the bank in writing that he/she has filed a lawsuit against the lessee regarding the lease agreement within three months following the expiry of the lease agreement or that he/she has initiated proceedings through execution or bankruptcy, the bank is obliged to return the security upon the request of the lessee.

E. Rental price

I. In general⁽⁴⁾

ARTICLE 343- Except for the determination of the rental price, no changes can be made in the lease agreements against the tenant.

II. Determination⁽⁴⁾

ARTICLE 344 - Agreements of the parties regarding the rental price to be applied in the renewed rental periods are valid, provided that they do not exceed the change rate according to the twelve-month averages in the consumer price index in the previous rental year. This rule also applies to lease agreements for more than one year.⁵

⁴ This article shall not be applied for 8 years as of 1/7/2012. In this case, the provisions of the lease contract shall be applied in accordance with the freedom of contract regarding the subjects specified in these articles in the lease contracts. In cases where there is no provision in the lease agreements, the provisions of the abrogated Code of Obligations are applied.

⁵ With Article 56 of the Law No. 7161 dated 17/1/2019, the phrases "increase in the producer price index" in the first and second paragraphs of this article have been changed as "change according to the twelve-month averages in the consumer price index".

If an agreement has not been made by the parties on this matter, the rental price is determined by the judge on an equitable basis, taking into account the condition of the leased property, provided that it does not exceed the change rate according to the twelve-month averages in the consumer price index of the previous rental year.⁽⁵⁾

Regardless of whether an agreement has been made by the parties on this matter, the rental price to be applied in the new rental year at the end of each five years and at the end of each five years, the rate of change according to the twelve-month averages in the consumer price index by the judge, the condition of the leased property and It is determined in an equitable manner by taking into consideration the precedent rental prices. The rental price determined in this way in the next five years may be changed according to the principles set forth in the previous paragraphs.⁶

If the rental price is determined in foreign currency in the contract, no change can be made in the rental price until five years have passed, provided that the provisions of the Law on the Protection of the Value of Turkish Currency No. 1567 dated 20/2/1930 are reserved. However, the provision of Article 138 of this Law, titled "Excessive difficulty in performance", is reserved. After five years, the provision of the third paragraph is applied, taking into account the changes in the value of the foreign currency, in the determination of the rental price. (6)

III. The duration of the lawsuit and the effect of the decision

ARTICLE 345- A lawsuit regarding the determination of the rental price can be filed at any time.

However, if this lawsuit is filed until the end of the following new rental period, provided that the lawsuit is filed at the latest thirty days before the start of the new period or the lessor has given a written notification to the lessee that the rental price will be increased within this period, the rental price to be determined by the court, binds the tenant from the beginning of this new lease period.

If there is a provision in the contract that the rental price will be increased in the new rental period, the rental price to be determined by the court in the lawsuit to be filed until the end of the new rental period will also be valid from the beginning of this new period.

IV. Prohibition of regulation against the tenant⁷

ARTICLE 346- No other payment obligation can be imposed on the lessee other than the rental fee and ancillary expenses. In particular, the penalty for not paying the rent on time. Agreements that the condition will be paid or the next rent will be due are invalid.

⁶ With the article 56 of the Law No. 7161 dated 17/1/2019, the phrase "increase in the producer price index" in the third paragraph of this article was changed to "change in the consumer price index according to the twelve-month averages" and the fourth paragraph of the article follows the phrase "if it is decided". "Provided that the provisions of the Law on the Protection of the Value of Turkish Currency dated 20/2/1930 and numbered 1567 are reserved", the phrase has been added.

⁷ This article shall not be applied for 8 years as of 1/7/2012. In this case, the provisions of the lease contract shall be applied in accordance with the freedom of contract regarding the subjects specified in these articles in the lease contracts. In cases where there is no provision in the lease agreements, the provisions of the abrogated Code of Obligations are applied.

F. Termination of the contract in residential and roofed workplace rentals

I. By notification 1. In general

ARTICLE 347- The contract is deemed to be extended for one year under the same conditions, unless the tenant notifies at least fifteen days before the end of the term of the fixed-term contracts for the rental of residences and roofed workplaces. The lessor cannot terminate the contract based on the expiry of the contract period. However, at the end of the ten-year extension period, the lessor may terminate the contract without giving any reason, provided that it gives notice at least three months before the end of each extension year following this period.

In indefinite-term lease agreements, the lessee can terminate the contract at any time, and the lessor, after ten years from the beginning of the lease, with a notice of termination in accordance with the general provisions.

In cases where the right of termination can be exercised according to the general provisions, the lessor or the lessee may terminate the contract.

2. Validity of the notice

a. Shape

ARTICLE 348- The validity of the notice of termination in residential and roofed workplace rentals depends on its written form.

b. family residence

ARTICLE 349- In immovables rented to be used as family residences, the lessee cannot terminate the lease agreement without the express consent of his spouse.

If it is not possible to obtain this consent or without co-justification, If the tenant refrains from paying, the tenant can ask the judge to make a decision on this issue.

In the event that the non-tenant spouse becomes a party to the lease agreement by notifying the lessor, the lessor is obliged to notify the lessee and his spouse separately with the termination notice and a payment period depending on the termination notice.

II. through litigation

1. For reasons arising from the lessor

a. Requirement, rebuilding and zoning

ARTICLE 350- The lessor, the lease agreement;

1. If there is an obligation to use the leased property for himself, his spouse, descendants, descendants or other persons whom he is obliged to look after due to the need for housing or workplace, 2. For the reconstruction or development of the leased property, its fundamental repair, expansion or If it is necessary to replace it and it is impossible to use the rented during these works,

may end with a lawsuit to be filed within one month, starting from the date to be determined in accordance with the termination period in accordance with the general provisions regarding rent in fixed-term contracts, and the periods stipulated for termination notification in indefinite-term contracts.

b. New owner's requirement

ARTICLE 351- If the person who subsequently acquires the leased property has an obligation to use it for himself, his spouse, descendants, descendants or other persons whom he is obliged to take care of by law, due to housing or workplace needs, on condition that he notifies the lessee in writing within one month from the date of acquisition, the lease agreement may be signed under the lease. It can end with a lawsuit filed after a month.

The person who subsequently acquires the leased property can also use his right to terminate the contract due to necessity through a lawsuit to be filed within one month, starting from the end of the contract period.

2. For reasons arising from the tenant

ARTICLE 352- If , after the delivery of the leased property, the lessee has not vacated the leased property on a certain date, although he has undertaken in writing, the lessor may terminate the lease agreement within one month starting from this date by applying for enforcement or by filing a lawsuit.

The lessee, within the lease term in lease agreements of less than one year; in lease agreements for one year or longer, if the lessor has caused two justified warnings in writing for not paying the rent for one rental year or for a period exceeding one rental year, the lessor shall give a notice starting from the end of the lease term and the lease year in which the warnings are made for leases longer than one year. within a month, can terminate the lease agreement through lawsuit.

If the tenant or his/her spouse has a suitable residence within the borders of the same district or town, if the lessor does not know this at the time of the establishment of the rental agreement, he/she may terminate the agreement through a lawsuit within one month from the end of the agreement.

3. Prolongation of the litigation period

ARTICLE 353- The lessor, at the latest, can file a lawsuit within the stipulated time for the lawsuit to be filed. If the tenant has notified the tenant in writing, the period of filing a lawsuit is deemed to be extended for one rental year.

4. Limitation of litigation reasons⁸

ARTICLE 354- The provisions regarding the termination of the lease agreement through litigation cannot be changed against the tenant.

5. Prohibition of rehiring

ARTICLE 355- When the lessor ensures that the leased property is evacuated for necessity, without a justified reason, he cannot rent the leased property to anyone other than his former tenant, unless three years have passed.

⁸ This article shall not be applied for 8 years as of 1/7/2012. In this case, the provisions of the lease contract shall be applied in accordance with the freedom of contract regarding the subjects specified in these articles in the lease contracts. In cases where there is no provision in the lease agreements, the provisions of the abrogated Code of Obligations are applied.

Immovables that have been evacuated for the purpose of reconstruction and zoning cannot be rented to someone else unless three years have passed without a justified reason. The former tenant has the right of priority to lease the immovables that have been reconstructed and reconstructed, with their new condition and new rental price. This right must be exercised within one month following the written notice of the lessor; Unless this priority right is terminated, the immovable cannot be rented to another person after three years.

If the lessor violates these provisions, the former tenant will be notified in the last rental year. It is obliged to pay compensation not less than one year's rent paid.

6. Continuation of the contract in the death of the tenant

ARTICLE 356- The partners of the deceased tenant or the heirs of these partners carrying out the same profession and art, and those who live in the same house with the deceased tenant, can continue the rental agreement as a party as long as they comply with the contract and the provisions of the law.

THIRD SECTION

Product Rental

A. Definition

ARTICLE 357- Product rental is the contract in which the lessor undertakes to leave the use of something or right that gives products to the lessee and the collection of products in return for a price. Product rental is a product rental where the rental price is determined as a certain percentage of the product to be collected. If this rate is not contractually agreed, it is determined by local custom.

B. Implementation of the general provisions

ARTICLE 358- Unless there is a special provision regarding the rent of the product in this separation, the rent General provisions of the contract apply.

C. Minute editing

ARTICLE 359- If the rental contract includes tools and equipment, animals, transferred goods or stocked goods, the parties are obliged to evaluate the values of these together, write them in the minutes they will prepare in two copies, sign them, and give them to each other.

D. Lessor's debts

I. Delivery debt

ARTICLE 360- The lessor is obliged to deliver the leased property to the lessee in a condition suitable for use and operation in accordance with the purpose of the contract and to keep it in this condition for the duration of the contract, including the rented movables, if any.

II. Major repairs

ARTICLE 361- The lessor is obliged to make the essential repairs that must be made during the rental period, as soon as the tenant is notified, at his own expense.

E. Tenant's debts I. Debt

to pay rent and ancillary expenses 1. In general

ARTICLE 362- Unless there is a contrary provision in the contract or local custom, the lessee is obliged to pay the cost and ancillary expenses at the end of each rental year and at the latest at the end of the rental period.

If the lessee does not pay the due rent or ancillary expenses after the delivery of the leased property, the lessor may give the lessee a notice in writing of at least sixty days and notify that if he does not pay within this period, he will terminate the contract.

2. Discount from the rental price in extraordinary circumstances

ARTICLE 363- If the usual yield of an agricultural immovable is significantly reduced due to extraordinary disasters or natural events, the tenant may request a proportional reduction from the rental price.

Initial waiver of this right will only be valid if the possibility of such situations to occur during the determination of the rental price has been taken into account or if the resulting loss has been covered by an insurance.

II. Use of the leased and operating debt

ARTICLE 364- The lessee shall dispose of the leased property in accordance with the purpose and in a good manner. It is obliged to operate it, especially to keep it in a condition suitable for producing products.

The lessee cannot change the operating procedure of the leased property in such a way that the effect can be seen after the end of the lease term, without the permission of the lessor.

III. maintenance debt

ARTICLE 365- The lessee is obliged to provide the maintenance of the leased property as required.

The tenant is responsible for making minor repairs in accordance with local custom, It has to replace the low-value tools and equipment that have disappeared.

F. Prohibition of sub-lease and transfer of usage right

ARTICLE 366- The lessee cannot rent the leased property to another person without the consent of the lessor, nor can he transfer the right of use and operation to another person. However, the lessee may lease some of the places in the leased property, provided that it does not require a change that will cause harm to the lessor.

Rules regarding sub-lease, comparison of these lease agreements made by the lessee with someone else. implemented through.

G. Termination of contract

I. Reasons for termination

1. Expiration of time

ARTICLE 367- A fixed-term lease agreement terminates automatically at the end of the period.

However, if the parties continue the contract implicitly, unless otherwise agreed,

The lease agreement is deemed to be renewed for one year.

Renewed lease agreement is valid for the end of each lease year, in accordance with the statutory notice period. may be terminated.

2. Notice of termination

ARTICLE 368- In an indefinite term contract, if the termination notification period is not determined by the contract or local custom, each party may terminate the contract, provided that a notification period of at least six months is observed.

If there is no contrary agreement, for the spring or autumn seasons applied as local custom in product rents related to agricultural immovables; For other product leases, a notice of termination can be made at any time.

3. Extraordinary termination

a. Important reasons

ARTICLE 369- In the event that there are important reasons that make the continuation of the rental relationship unbearable, one of the parties may comply with the legal termination notice period of the contract. may terminate at any time.

The judge decides on the monetary consequences of the extraordinary termination notice, taking into account the circumstances and conditions.

b. Tenant's bankruptcy

ARTICLE 370- In the event of the tenant's bankruptcy, the contract automatically terminates as soon as the bankruptcy is filed. However, the lessor is obliged to maintain the contract until the end of the lease year, provided that sufficient security is provided for the lease in progress and the item recorded in the minutes.

c. death of the tenant

ARTICLE 371- In the event of the tenant's death, his heirs and the lessor shall may terminate the contract, provided that they comply with the legal termination notice periods.

II. Consequences of termination

1. Giving back

ARTICLE 372- At the end of the lease term, the lessee, the leased property, He is obliged to return all items together and in their condition.

The lessee receives compensation for deficiencies in value that could have been avoided if well operated. liable to pay.

The lessee cannot claim compensation for the value increases that occur within the framework of the care he is obliged to show to the leased property.

2. Goods recorded in the minutes

ARTICLE 373- If the value of the items recorded in the minutes of the lease were assessed, the lessee is obliged to return them in the same type and value or to correct the deficiencies in value when the lease agreement expires.

The lessee, by proving the fault of the lessor or the existence of force majeure, may be exempted from giving or paying compensation.

For the increase in value arising from the expenses or labor of the lessee, may seek compensation.

3. Product and growing expenses

ARTICLE 374- The lessee of an agricultural immovable cannot claim a right on the products that have not yet been collected at the time the lease agreement expires.

However, the tenant may request from the lessor the amount to be determined by the judge of the agricultural expenses he has incurred in order to grow the crop, and this compensation is deducted from the rents that have been committed.

4. Straw, manure and the like

ARTICLE 375- The lessee, who returns the leased property, is obliged to leave the last year's straw, animal bedding, hay and manure at the leased property, as required by a regular business.

If the tenant leaves more than he has received, he has the right to claim compensation for the surplus left; If he leaves less than he receives, he is obliged to make up for the deficiencies or to make up for the lack of value.

H. Pet rental

Subject I

ARTICLE 376- In the case of ruminant animals that are not related to the rent of an agricultural immovable property, all products of the rented animals within the rental period belong to the lessee, unless there is an agreement or local custom to the contrary.

The lessee is responsible for feeding the rented animals, taking good care of them, and giving money or money to the lessor. is obliged to pay a certain share of the product obtained from animals.

II. Responsibility

ARTICLE 377- If there is no agreement or local custom to the contrary, the tenant is responsible for any damage to the rented animals unless he proves that this damage has occurred even though care and attention has been paid to the protection.

The lessee may request compensation from the lessor for the extraordinary protection expenses not caused by his own fault.

The tenant is obliged to notify the lessor of serious accidents or illnesses without delay.

III. Dissolution

ARTICLE 378- If there is no agreement or local custom to the contrary, each party can terminate the contract made for an indefinite period at any time.

However, termination cannot be made at an inopportune time and against the rules of good faith.

CHAPTER FIVE

Loan Agreements

FIRST SECTION

Usage Loan

A. Definition

ARTICLE 379- The usage loan agreement is the agreement in which the lender undertakes to leave the use of something to the borrower free of charge and the borrower undertakes to return the thing after using it.

B. Provisions

I. Borrower's right of use

ARTICLE 380- The borrower can only determine the borrowing subject as agreed in the contract. If there is no provision in the contract, it can be used according to its nature or purpose.

The borrower cannot make someone else use the borrowed subject.

In cases where the borrower violates these provisions, he is also responsible for the losses arising from unexpected circumstances. However, he is relieved of responsibility if he proves that even if he had complied with these provisions, the damage would have occurred.

II. Maintenance and protection expenses

ARTICLE 381- The borrower is obliged to meet the usual maintenance and protection expenses of the borrower.

extraordinary expenses incurred by the borrower for the benefit of the lender.
may request payment.

III. joint liability

ARTICLE 382- Those who borrow something together are jointly responsible for it.

C. Termination

I. In the intended use

ARTICLE 383- If a certain period of time is not foreseen for use, the contract ends when the borrower has used the borrowed subject in accordance with the contract or after a period of time has elapsed.

If the borrower uses the loan item in violation of the contract, spoils it or gives it to another person for use, or if the lender's urgent need arises due to a previously unknown situation, the lender may request that item back earlier.

II. For unspecified use

ARTICLE 384- The subject of the loan, the period of use and the purpose for which it will be used If it has been given undetermined, the lender may request it back at any time.

III. Borrower's death

ARTICLE 385- The usage loan agreement is automatically terminated upon the death of the borrower.
it ends up.

SECOND SECTION

Consumption Loan

A. Definition

ARTICLE 386- A consumption loan agreement is a contract in which the lender undertakes to transfer some money or something that can be consumed to the borrower, and the borrower undertakes to return the same quality and amount of the thing.

B. Provisions

I. Interest

1. In general

ARTICLE 387- In the non-commercial consumption loan agreement, agreed by the parties
No interest can be charged unless

In the commercial consumption loan agreement, even if it is not agreed by the parties, the interest
may be requested.

2. Special rules on interest

ARTICLE 388- If the interest rate is not determined in the consumption loan agreement, the rule
As a result, the interest rate applicable to such loans is applied at the time and place of borrowing.

Unless otherwise stated in the contract, the determined interest is paid annually.

It cannot be decided that the interest will be added to the principal and the interest will be re-executed together.

II. Time out

ARTICLE 389- The borrower's requests for the delivery of the borrower and the lender's requests for the delivery of this item become time-barred after six months, starting with the other party's default on this issue.

III. Insolvency of the borrower

ARTICLE 390- The borrower may pay after the establishment of the loan agreement.
the lender may refrain from surrendering the subject of the loan.

The lender, the borrower's insolvency before the conclusion of the contract
If he later found out that he had fallen, he has the same right.

C. Things given instead of money

ARTICLE 391- If valuable papers or commercial goods are given to the borrower instead of the money agreed in the contract, the amount of the debt is calculated over the exchange or market value at the time of delivery and place; to the contrary, the contract is void.

D. Time to give back

ARTICLE 392- If it is not decided that the loan will be due on a certain day or notification period or when it is requested to be repaid, the borrower is not obliged to return the loan until six weeks have passed from the first request.

CHAPTER SIX

Service Agreements

FIRST SECTION

General Service Agreement

A. Definition

ARTICLE 393- A service contract is a contract in which the employee undertakes to work for a certain or undetermined period depending on the employer and the employer undertakes to pay him a wage according to the time or the work done.

The employee's regular performance of a part-time service to the employer
The contracts it undertakes are also service contracts.

The provisions regarding the general service contract are also applicable to the apprenticeship contract by analogy.
applied; special law provisions are reserved.

B. Establishment

ARTICLE 394- The service contract is not bound to a special form unless there is a contrary provision in the law.

If a person sees a job that can only be done for a fee for a certain period of time and this job is accepted by the employer, a service contract is deemed to have been established between them.

A service contract, whose invalidity is subsequently understood, creates all the terms and consequences of a valid service contract until the service relationship is terminated.

C. Employee's debts

I. Personal work debt

ARTICLE 395- Unless otherwise understood from the contract or the situation, the worker is responsible for performing the assigned work himself.

II. Debt of care and loyalty ARTICLE

396- The worker is responsible for doing the work he undertakes diligently and for the rightful interest of the employer. must act faithfully in its protection.

The worker is obliged to use the employer's machinery, tools and equipment, technical systems, facilities and vehicles duly and to take care of the material delivered to him for the work to be done.

As long as the service relationship continues, the worker cannot render service to a third party in return for a fee, contrary to his duty of loyalty, and may not compete with his employer in particular. cannot enter.

The worker cannot use or disclose to others information such as production and business secrets, which he learned during his work, for his own benefit during the continuation of the service relationship. To the extent necessary for the protection of the employer's rightful interests, the worker is obliged to keep secrets after the end of the service relationship.

III. Debt of delivery and accountability

ARTICLE 397- The worker is obliged to immediately deliver and account for the things he received from the third party for the employer, especially the money, during the execution of the work he has undertaken.

The worker is also obliged to immediately hand over to the employer what he has obtained due to the performance of the service.

IV. Overtime debt

ARTICLE 398- Overtime is the work done over the normal working time determined in the relevant laws and with the consent of the worker. However, if a job that requires more work than the normal time has to be fulfilled, if the worker is in a position to do this and at the same time his avoidance is against the rules of honesty, the worker is obliged to fulfill the overtime work provided that it is paid in return.

Provisions in special laws are reserved.

V. Obligation to comply with regulations and instructions

ARTICLE 399- The employer may make general regulations regarding the performance of the work and the behavior of the workers in the workplace and may give special instructions to them. Workers must comply with these to the extent required by the rules of good faith.

VI. Responsibility of the

worker ARTICLE 400- The worker is responsible for all kinds of damage caused to the employer by fault.

In determining this responsibility; Whether the job is dangerous or not, whether it requires expertise and training, and the skills and qualifications of the worker known or should be known by the employer are taken into consideration.

D. Obligations of the

employer I. Obligation to

pay wages 1. Wage

a. Generally

ARTICLE 401- The employer, the worker determined in the contract or collective bargaining agreement; In cases where there is no provision in the contract, it is obliged to pay the precedent fee, not less than the minimum wage.

b. Overtime pay

ARTICLE 402- The employer shall pay the worker at least one percent of the normal working wage for overtime work. liable to pay fifty more.

The employer may, with the employee's consent, give leave in proportion to the overtime work at an appropriate time, instead of overtime wages.

c. Taking a share in the result of

the work ARTICLE 403- If a certain share is decided to be given to the worker from the production, turnover or profit together with the wage, this share is determined at the end of the accounting period, taking into account the legal provisions or generally accepted commercial principles. In cases where it is decided to give a certain share to the worker, if there is no agreement in the calculation of the share, the employer shall inform the worker or the expert that they have decided together or appointed by the judge, and submit the books and documents related to the enterprise, which constitute the basis of the information, for examination; If it is decided to give a share from the profit, the employer is obliged to give the employee the year-end profit and loss statement upon his request.

D. Intermediary fee

ARTICLE 404- If the employer has decided that a fee will be paid to the worker in exchange for his/her acting as an intermediary in certain jobs, the worker's right to claim arises when the intermediary transaction is validly established with a third party.

In contracts where the debts will be performed in parts and in insurance contracts, it may be agreed in writing that the fee request for each part will arise when the debt related to this part is due or fulfilled.

If the contract concluded between the employer and the third party through the intermediary of the worker is not performed by the employer without fault or if the third party does not fulfill its obligations, the right to demand wages expires. In case of only partial performance, a proportional reduction is made from the wage.

If the contract does not impose an obligation on the worker to keep an account of the intermediary fee to be paid to him, the employer is obliged to give the worker a written account for each period in which the wage is due, including the transactions subject to this wage.

If the need to review the account arises, the employer is obliged to inform the worker or to the expert that they have decided together or appointed by the judge, and submit the books and documents related to the enterprise that form the basis of the information to his examination.

to. Bonus

ARTICLE 405- The employer may give special bonuses to its workers due to certain days such as holidays, New Year's Eve and birthdays. However, the workers' right to claim the bonus arises in the presence of an agreement or working condition or unilateral commitment of the employer.

If the service contract is terminated before the period in which the bonus is awarded, the portion of the bonus that is reflected in the period worked is paid.

2. Payment of the fee

a. Payment period

ARTICLE 406- Unless there is a custom, the worker's wage is paid at the end of each month. However, Shorter payment periods can be determined with a service contract or collective bargaining agreement.

The brokerage fee is paid at the end of each month, unless a shorter payment period has been agreed or customary. However, if processing requires more than six months, payment may be delayed by written agreement, if the brokerage fee has been agreed in addition to the original fee.

In cases where it is foreseen to give a share of the produced in addition to the original wage, as soon as the product share is determined, and in cases where it is decided to give a share from the turnover or profit, the share must be determined and paid within three months at the latest following the accounting period.

In the event that the employer's compulsory need for the worker arises and as a matter of equity, If he is able to pay, he is obliged to give an advance in proportion to his service.

b. Protection of wages

ARTICLE 407- Regarding the payment of wages, premiums, bonuses and all kinds of remuneration of this nature by depositing into a specially opened bank account; type of tax liability to which it is subject, size of the enterprise, employee employed

The Presidency is authorized to oblige the business owners, to determine whether the wages, premiums, bonuses and all kinds of remuneration to be deposited into the bank account will be based on the net amount remaining after deducting the gross or legal deductions. Business owners who are subject to the obligation to pay the wages, premiums, bonuses and all kinds of such remunerations of their workers through specially opened bank accounts cannot pay their workers' wages, premiums, bonuses and all kinds of remuneration of this nature, except for specially opened bank accounts. In each pay period, the employee is given a statement of account. Other procedures and principles regarding the payment of wages, premiums, bonuses and all kinds of remunerations of this nature by depositing them into a specially opened bank account shall be regulated by a regulation to be jointly issued by the aforementioned ministries.⁹

The employer cannot exchange his receivables from the worker and his wage debt without the consent of the worker. However, receivables arising from a fixed damage with a judicial decision deliberately caused by the worker can be exchanged as much as the seizable part of the wage.

Agreements regarding the use of wages in favor of the employer are invalid.

3. Remuneration in case the performance of the work is prevented a. In case of default by the employer

ARTICLE 408- If the employer prevents the fulfillment of the performance by fault or defaults in accepting the performance, he is obliged to pay the wage to the worker and cannot ask the worker to fulfill this act later. However, the expenses that the worker avoids due to this obstacle and the benefits that he earns by doing another job or that he knowingly avoids from earning are deducted from his wage.

b. In case the worker stops working

ARTICLE 409- In a long-term service relationship, if the worker cannot perform his work for a short period of time compared to the period in which he worked without any fault due to illness, military service or legal work and similar reasons, the employer shall provide the worker with an equitable compensation for that period, unless it is met in another way. liable to pay the fee.

4. Seizure, transfer and pledge of wage receivable

ARTICLE 410- More than one fourth of the wages of the workers cannot be seized, transferred to another person or pledged. However, the amount to be determined by the judge for the dependent family members of the worker is not included in this rate. The rights of alimony creditors are reserved.

Any transfer or pledge of future wage receivables is void.

⁹ With Article 190 of the Decree Law No. 700 dated 2/7/2018, the phrase "Ministry of Labor and Social Security, Ministry of Finance and Ministry of State responsible for the Undersecretariat of Treasury jointly" was changed to "Presidentialism".

5. Piecework or lump-sum work

a. Employment

ARTICLE 411- In accordance with the contract, the worker is only per piece for one employer. or if he undertakes to do lump-sum work, the employer is obliged to give him sufficient work.

If the employer, through no fault of his own, is unable to provide piecework or lump-sum work as stipulated in the contract, or if the operating conditions temporarily require it, the employee pays the wage on a time basis. In this case, if the wage to be paid according to time is not determined in the agreement or in the service or collective bargaining agreement, the employer is obliged to pay the worker a wage equivalent to the average wage that he previously received in piece or lump sum.

The employer, who cannot provide a piece of work, lump sum or on time, is obliged to pay at least the wage he would pay for the work according to time in accordance with the provisions of default in accepting the act of employment.

b. unit fee

ARTICLE 412- If the worker undertakes to work piecemeal or lump sum in accordance with the contract, the employer is obliged to notify him of the unit wage to be paid before the start of each work.

The employer who does not make this notification is obliged to pay the unit fee determined for the same or a similar job.

II. Business tools and supplies

ARTICLE 413- If there is no agreement or local custom on the contrary, the employer shall give the worker the necessary Responsible for providing tools and materials.

If the worker, in agreement with the employer, uses his own tools or materials for the performance of the work, the employer is obliged to pay the worker an appropriate compensation, unless otherwise agreed in the agreement or local custom.

III. Expenses

1. In general

ARTICLE 414- The employer is obliged to pay all kinds of expenses required for the performance of the job and, if the worker employs them outside the workplace, the expenses necessary for their livelihood.

In a written service or collective bargaining agreement, it may be envisaged that the expenses agreed to be covered by the worker himself will be paid to the worker on a daily, weekly or monthly basis. However, this payment is more than the amount that will cover the compulsory expenses. cannot be less.

Agreements regarding the partial or complete reimbursement of mandatory expenditures by the worker are invalid.

2. Transport vehicles

ARTICLE 415- If the worker uses a transport vehicle provided by the employer or himself, in agreement with the employer, for the work to be performed, the usual expenses for the operation and maintenance of the vehicle shall be borne by the employer to the extent it is used for service.

If the employee uses his own motor vehicle in agreement with the employer, the employer is also obliged to pay the tax related to this vehicle, the compulsory liability insurance premium and an appropriate compensation for the wear of the vehicle to the extent it is used for the service.

If the worker agrees with the employer and uses other transportation vehicles and animals belonging to him in the performance of the service, the employer is obliged to meet the usual expenses for their use and maintenance to the extent that they are used for the service.

3. Payment of expenses

ARTICLE 416- The receivable of the worker arising from the expenses incurred, for a shorter period if not agreed upon or if there is no local custom, it will be paid each time with the fee.

The worker regularly costs money to meet his contractual obligations.

If he is doing it, he will be given an appropriate advance at regular intervals, at least once a month.

IV. Protection of the worker's personality

1. In general

ARTICLE 417- The employer is obliged to protect and respect the personality of the worker in the service relationship, to ensure an order in accordance with the principles of honesty in the workplace, and to take the necessary measures especially to prevent the workers from being subjected to psychological and sexual harassment and to prevent further harm to those who have been subjected to such harassment.

The employer, to take all necessary measures to ensure occupational health and safety at the workplace, to keep the tools and equipment in full; Workers are also obliged to comply with all measures taken regarding occupational health and safety.

Compensation of damages due to the death of the worker, damage to his bodily integrity or violation of personal rights due to the employer's unlawful and contractual behavior, including the above provisions, is subject to the provisions of liability arising from the breach of contract.

2. Working in the home order

ARTICLE 418- If the worker lives with the employer in a home order, the employer must provide sufficient food and responsible for providing suitable shelter.

If the worker is unable to perform his job due to illness or accident without any fault, the employer is obliged to provide the care and treatment of the worker who cannot benefit from social insurance benefits and who has worked for up to one year, for two weeks. For each year of service of the worker exceeding one year, the said period is increased by two days, not to exceed four weeks.

The employer does not fulfill the same obligations during the pregnancy of the worker and in case of giving birth. responsible for bringing

3. In the use of personal data ARTICLE 419- The

employer can use the personal data of the worker only to the extent that it is necessary for the employee's work inclination or for the performance of the service contract.

Special law provisions are reserved.

V. Penalty condition and release

ARTICLE 420- The penal clause imposed only against the worker in the service contracts is invalid.

It is obligatory that the release agreement regarding the employee's receivable from the employer should be in writing, that at least one month has elapsed from the expiry of the agreement as of the date of release, the type and amount of the receivable subject to release should be clearly stated, and the payment should be made completely and through the bank according to the amount of the right. Release agreements or releases that do not contain these elements are strictly null and void.

Release agreements that do not contain the actual payment of the right or other payment documents containing the release statement are in the form of a receipt limited to the amount they contain. Even in this case, payments must be made through the bank.

The provisions of the second and third paragraphs are also applied to all compensation claims arising from the service contract, including those who are deprived of support and other relatives of the worker.

VI. Holidays and holidays

1. Weekly vacation and job search leave

ARTICLE 421- The employer shall inform the worker every week, as a rule, on Sunday or the situation and the situation. If conditions do not allow this, he is obliged to give one full working day off.

In the event of termination of an indefinite-term service contract, the employer shall inform the worker within the notification period. He is obliged to give two hours a day job search leave without any deduction in his wage.

The legitimate interests of the workplace and the worker in determining the leave hours and days is taken into account.

2. Annual leave

a. Time

ARTICLE 422- The employer is obliged to give paid annual leave at least two weeks per year to workers who have worked for at least one year, and at least three weeks to workers under the age of eighteen and workers over the age of fifty.

b. Deduction

ARTICLE 423- If the worker, through his own fault, does not perform the service for a total period of more than one month in a service year, the employer may deduct one day from the annual paid leave period for each full month not worked.

If the worker cannot perform his/her work for a maximum of three months due to personal reasons such as illness, accident, fulfillment of a legal obligation or public duty without his own fault, the employer cannot deduct the annual paid leave period.

Employer, due to pregnancy and giving birth, can not work for a maximum of three months.

A female worker who cannot fulfill her/his performance cannot make a deduction from the annual paid leave period.

With service or collective bargaining agreements, in a way that will give effect to the detriment of the worker, No regulation can be made contrary to the provisions of the second and third paragraphs.

c. Using

ARTICLE 424- As a rule, annual paid leaves are given uninterruptedly; however It can also be used by dividing it into two by agreement of the parties.

The employer determines the annual paid leave dates with the interests of the workplace or home arrangement. to the extent that it is compatible, taking into account the wishes of the worker determines.

D. fee

ARTICLE 425- The employer is obliged to pay in advance or pay in advance the wages for the annual paid leave to each worker who uses his annual paid leave before the worker starts the leave.

As long as the service relationship continues, the employee will receive money and other benefits from the employer. cannot waive the right to annual paid leave in return.

In the event that the service contract is terminated for any reason, the employee's wages for the annual leave periods that he or she is entitled to but cannot use, are paid to him or to the beneficiaries over the wage on the date of termination of the contract. The statute of limitations for this fee begins to run on the date the service contract expires.

VII. service certificate

ARTICLE 426- The employer, at the request of the worker, always includes the type and duration of the work. obliged to issue a certificate of service.

In case the worker makes a clear request, his/her employment status in the service document skills, attitudes and behaviors are also indicated.

The worker or the new employer who hired the worker, who was harmed by the lack of timely submission of the service certificate or the inaccurate information in the document, may request compensation from the former employer.

E. Industrial and intellectual property right

ARTICLE 427- The provisions of the special law are applied on the rights of the worker and the employer on the service inventions, their acquisition and other industrial and intellectual property rights.

F. Transfer of service

relationship I. Transfer of all or part of the workplace

ARTICLE 428 When the whole or part of the workplace is transferred to another person by a legal transaction, the service contracts existing in the workplace or a part of it on the date of transfer, together with all its rights and debts, pass to the transferee.

In terms of the rights of the worker related to the period of service, the date of his employment with the transferring employer is taken as the basis.

According to the above provisions, in case of transfer, the transferor and the transferee employer are jointly liable for debts that arose before the transfer and must be paid on the date of transfer. However, the transferor's liability arising from these obligations is limited to two years from the date of transfer.

II. Transfer of contract

ARTICLE 429- The service contract can be transferred to another employer on a permanent basis only by obtaining the written consent of the employee.

With the transfer process, the transferee becomes the employer side of the service contract with all its rights and obligations. In this case, the date of employment with the transferring employer is taken as the basis for the employee's rights related to the period of service.

G. Termination of contract

I. In a fixed-term contract

ARTICLE 430- Unless otherwise agreed, a fixed-term service contract is terminated. It expires automatically at the expiry of the period, without the need for notification.

If a fixed-term contract is implicitly maintained after the expiry of its term, it becomes an indefinite-term contract. However, in the presence of a fundamental reason, a fixed-term service contract can be established one after the other.

Either party may terminate the service contract for more than ten years, after ten years, by observing the six-month notice period. Termination takes effect only at the beginning of the month following this period.

If it is decided that the contract will end with a notice of termination and neither party has given notice of termination, the contract turns into an indefinite contract.

II. In an indefinite contract

1. Right of termination in general

ARTICLE 431- Each of the parties has the right to terminate the indefinite-term contract by complying with the termination periods.

2. Termination notice period

a. Generally

ARTICLE 432- Before termination of indefinite-term service contracts, the situation must be notified to the other party.

service contract; two weeks after the notification is received by the other party, for the worker whose service period has lasted up to one year; It expires after four weeks for a worker lasting one to five years, and after six weeks for workers lasting more than five years.

These periods cannot be shortened; can only be increased by contract.

The employer may conclude the service contract by paying the fee for the termination notice period in advance. may terminate.

Termination notice periods must be the same for both parties; in contract
If different periods are stipulated, the longest notice of termination shall apply to both parties.

In cases where the service contract is suspended, the termination notice periods do not run.

b. During the trial period

ARTICLE 433- The parties may put a trial period on the service contract, provided that it does not exceed two months.
If a probationary period has been set, the parties may terminate the service contract without compensation, without having to comply with the termination period during this period. wages and other rights of the workers for the days worked reserved.

III. Protection against termination

ARTICLE 434- In cases where the right of termination of the service contract is terminated by abuse, the employer is obliged to pay compensation to the employee in the amount of three times the wage of the termination notification period.

IV. Immediate termination

1. Terms

a. justifiable reasons

ARTICLE 435- Each of the parties may terminate the contract immediately for justifiable reasons.
The party terminating the contract must notify the reason for termination in writing.

All situations and conditions that cannot be expected from the party terminating the contract to continue the service relationship according to the rules of good faith are considered justifiable reasons.

b. Insolvency of the employer ARTICLE 436- In case of

insolvency of the employer, if the rights arising from the contract are not secured by the employer within a suitable period, the worker may terminate the contract immediately.

2. Results a.

Termination for just cause

ARTICLE 437- If the justified termination reasons arise from the non-compliance of one of the parties to the contract, that party is obliged to fully compensate the damage caused by taking into account all the rights based on the service relationship.

In other cases, the judge, with just cause, taking into account all the facts and circumstances, freely evaluates the material consequences of the termination.

b. Termination without just cause

ARTICLE 438- If the employer immediately terminates the service contract without just cause, the worker, in contracts of indefinite duration, shall be entitled to the termination notice period; In fixed-term contracts, in case of non-compliance with the contract period, the amount that he could have earned if these periods had been complied with, may be requested as compensation.

In the fixed-term service contract, the amount saved by the worker due to the termination of the service contract and the income earned from another job or deliberately avoided are deducted from the compensation.

The judge may also decide to pay the worker a compensation to be determined freely, taking into account all the facts and circumstances; however, the amount of compensation to be determined cannot be more than the worker's six-month wage.

c. Employee not starting or leaving work unjustly

ARTICLE 439- If the worker does not start work without a just cause or quits suddenly, the employer has the right to demand compensation equal to one-fourth of the monthly wage. The employer also has the right to demand compensation for additional damages.

If the employer has not suffered any damage or if the damage is less than a quarter of the employee's monthly wage, the judge may reduce the compensation.

If the right to demand compensation is not terminated through barter, the employer has to use this right through lawsuit or prosecution within thirty days starting from the employee's starting or quitting the job. Otherwise, the right to claim compensation is lost.

V. Death of the worker or employer

1. Death of the worker

ARTICLE 440- The contract automatically terminates upon the death of the worker. The employer, the surviving spouse and minor children of the worker, or their dependents, for one month, starting from the day of death; If the service relationship has continued for more than five years, he is obliged to pay a two-month fee.

2. Death of the employer

ARTICLE 441- In the event of the employer's death, heirs take his place. In this case, the provisions regarding the transfer of the whole or a part of the workplace and the transfer of the service relationship are applied by analogy.

If the employment contract is established by taking into account the personality of the employer, it automatically terminates upon his/her death. However, the worker may demand a fair compensation from the heirs for the damage he suffered due to the termination of the contract before its expiration date.

VI. Consequences of expiration of the contract

1. Debts are due

ARTICLE 442- With the expiration of the contract, all debts arising from the contract becomes due.

The moment of maturity is six months if the debt undertaken by the third party in legal relations established through the intermediary of the worker will be fully or partially fulfilled after the termination of the service contract; a year in relationships involving periodic acts; In the case of insurance contracts or works whose performance is spread over a period of more than six months, it can be delayed by a written agreement for up to two years.

As soon as the share of the product is determined in cases where it is foreseen to give a share from the produced, and in cases where it is decided to give a share from the turnover or profit, the share becomes due at the end of three months at the latest following the accounting period.

2. Obligation to return

ARTICLE 443- In the event that the contract is terminated, each party is obliged to return the things it has received in relation to the service, from the other or from a third party to the other's account.

The worker, especially the motor vehicles and traffic permit documents, is more than his receivables. is obliged to pay back the advances of wages and expenses to a certain extent.

The rights of imprisonment of the parties are reserved.

VII. Competition ban

1. Terms

ARTICLE 444- The employee who has the capacity to act, must refrain from competing with the employer in any way after the termination of the contract, especially opening a competitor business on his own account, working in another competitor business or otherwise engaging in any other kind of interest relationship with the competitor. aspect can undertake.

The non-compete registration is valid only if the service relationship provides the employee with information about the customer environment or production secrets or the employer's work, and at the same time, if the use of this information will cause significant harm to the employer.

2. Limitation

ARTICLE 445- The prohibition of competition may not contain inappropriate restrictions in terms of place, time and type of work in a way that would endanger the economic future of the worker in an unfair way, and its duration cannot exceed two years, except for special circumstances and conditions.

The judge may limit the excessive prohibition of competition in terms of its scope or duration, by freely evaluating all situations and conditions and by considering the counter-action that the employer may have undertaken in an equitable manner.

3. Consequences of deviant behavior

ARTICLE 446- The worker who violates the prohibition of competition, as a result of this, the employer responsible for all damages incurred.

If the violation of the prohibition is subject to a penalty and there is no contrary provision in the contract, the employee can get rid of his debt related to the prohibition of competition by paying the stipulated amount; however, the worker has to compensate for the damage exceeding this amount.

Apart from the penalty clause and the payment of additional damages that may arise, the employer may also request that the illegal behavior be terminated if the importance of the breached or threatened interests and the behavior of the worker justifies it, provided that it is expressly reserved in writing in the contract.

4. Termination

ARTICLE 447- The prohibition of competition means that the employer does not have a real role in maintaining this prohibition. terminates if it is determined that it is not beneficial.

If the contract is terminated by the employer without a justified reason or by the employee for a reason attributable to the employer, the prohibition of competition ends.

SECOND SECTION

Marketing Agreement

A. Definition and installation

I. Definition

ARTICLE 448- A marketing contract is a contract in which the marketer undertakes to act as an intermediary in the execution of all kinds of transactions on and off the account of a commercial enterprise owner-employer or, if there is a written agreement, to perform the transactions specified in this agreement, and the employer-employer undertakes to pay wages in return.

II. Establishment

ARTICLE 449- The marketing contract includes the term of the contract, its termination, the powers of the marketer, how the fees and expenses will be paid, and the applicable law and the competent court if the domicile of one of the parties is in a foreign country.

The matters stipulated to be included in the contract pursuant to the above paragraph are determined by the parties. If not specified, the provisions of the law and customary service conditions apply.

B. Obligations and powers of the marketer

I. Obligations

ARTICLE 450- The marketer is obliged to visit the customers in accordance with the instruction given to him, unless there is a justifiable reason that obliges him not to comply with the instruction; without the consent of the employer, he cannot act on behalf of himself or third parties, can't.

If the marketer is authorized to trade, the prices stipulated in the instruction and other action must comply with its terms; Unless the employer consents, they cannot be changed.

The marketer is obliged to regularly provide detailed information about the marketing activities, to deliver the orders to the employer immediately and to notify the important events concerning the customer environment.

II. Guarantee

ARTICLE 451- Agreements that the marketer will be responsible for the customers' non-payment or non-performance of other obligations or that he will fully or partially cover the costs to be incurred for the collection of the receivables are absolutely void.

If the marketer is dealing with his own customer base, he may undertake, in writing, to cover up to one-fourth of the loss incurred by the employer in each transaction, provided that an appropriate additional commission is agreed upon, in case the customers fail to fulfill their debts.

Marketers who act as intermediaries in insurance contracts, in case a lawsuit or enforcement proceeding is applied for the collection of a premium due to non-payment of all or part of it, that they will cover at most half of the costs to be incurred for this purpose, in writing, they can undertake.

III. Powers

ARTICLE 452- Unless there is a written agreement to the contrary, the marketer is only authorized to mediate transactions.

If the marketer is authorized to transact, his authority covers all ordinary legal acts and acts necessary for the execution of such works; Unless special authorization is given, it cannot collect from customers and cannot change payment days.

C. Special obligations of the employer

I. Field of activity

ARTICLE 453- Unless the marketer has been authorized to operate in a certain marketing area or in a certain customer environment and a written agreement has not been made to the contrary, the employer cannot authorize others to operate in the same area or environment; however, he may transact with third parties.

If there is a reason to change the provision of the contract regarding the marketing area or customer environment, the employer may unilaterally change the provision without complying with this period, even if the termination notice period is stipulated in the contract; however, in this case, the marketer reserves the right to terminate the indemnity and service contract with just cause.

II. Fee

1. In general

ARTICLE 454- The employer may pay the marketer only a certain amount or with this amount. is liable to pay a fee, which consists of a commission.

A written agreement that all or a substantial portion of the fee will consist of a commission is valid, provided that the agreed commission constitutes an appropriate compensation for the marketer's activity.

The fee to be paid for the trial period can be freely agreed upon. However, the trial period cannot exceed two months.

2. Commission

ARTICLE 455- If the marketer is authorized to operate in a certain marketing area or in a certain customer environment, he may request the payment of the agreed or customary commission for all the work he or the employer does in this area or environment.

If the marketer and others are authorized to operate in a particular marketing area or particular customer circle, the marketer is paid commissions only for the work he or she mediates or does personally.

If the value of the work done cannot be determined precisely at the time of the commission's due date, the commission is paid first over the usual minimum value, and the remainder is paid at the latest when the work is performed.

3. Obstruction of marketing activity

ARTICLE 456- It becomes impossible for the marketer to carry out the marketing works without his own fault, and if he has to be paid even in this case as per the contract or law, the fee is determined according to the fixed fee and the appropriate compensation that can be paid due to the loss of the commission. However, if the commission is less than one-fifth of the fee, it may be agreed in writing that no compensation will be paid for the loss of commission.

If the marketer cannot find the opportunity to carry out the marketing works without his own fault, but has received his full salary, he is obliged, upon the request of the employer, to carry out the works that he can do and that can be expected from him in his enterprise.

III. Expenditures

ARTICLE 457- If the marketer operates on behalf of more than one employer at the same time, each employer is obliged to participate equally in the expenses of the marketer, unless otherwise agreed in writing.

The inclusion of expenses wholly or partially in the fixed fee or commission. agreements are absolutely void.

IV. Right to prison

ARTICLE 458- In the event that the employer falls into insolvency due to the overdue receivables arising from the marketing relationship, the marketer has the right to lien on the movables, valuable papers and the money he has received from the customers based on his authority to collect, in order to secure the receivables that are not yet due.

The marketer may not retain vehicle and transport documents, price tariffs, customer records and other documents.

D. Termination

I. Special termination period

ARTICLE 459- If the commission constitutes at least one-fifth of the fixed wage and is affected by significant seasonal fluctuations, the employer may terminate the contract of the marketer who has been working with him since the end of the previous season, by complying with the two-month termination period during the new season.

Under the same conditions, the marketer may terminate the contract against the employer who has worked until the end of the previous season and continues to employ him thereafter, by observing the two-month termination period until the start of the next season.

II. Special results

ARTICLE 460- In the event that the contract is terminated, a commission is paid for all transactions made or mediated by the marketer, and for all orders delivered to the employer until the termination of the contract, regardless of the time of acceptance and fulfillment.

In case the contract is terminated, the marketer is obliged to return to the employer the samples and models, price tariffs, records related to customers and other documents given to him for marketing activities. However, the marketer's right to imprisonment is reserved.

THIRD SECTION

Home Service Agreement

A. Definition and working conditions

I. Definition

ARTICLE 461- A home service contract is a contract in which the employer undertakes to perform the work given by the employee in his own home or at another place to be determined, in person or together with his family members, in return for a fee.

II. Notification of working conditions

ARTICLE 462- The employer notifies the employee of the characteristics other than the general working conditions and specific to that job in each new job assignment; If necessary, he informs the worker in writing of the material to be provided by the worker, how much he will pay for the supply of this material and the fee to be paid for the work.

The price to be paid for the material and the price to be paid for the work before the job is awarded. If it is not notified in writing, the usual price and fee applied in these works shall be paid.

III. Employee's private debts

1. Getting the job done

ARTICLE 463- The worker is obliged to start the work on time, to finish the work at the agreed time and to deliver the result of the work to the employer.

If the work is seen as defective due to the fault of the worker, the worker has to correct the defects that can be corrected at his own expense.

2. Material and work tools

ARTICLE 464- If the materials and work tools are provided by the employer, the worker is obliged to use them with due care, to be held accountable for this, and to deliver the remaining materials and work tools to the employer. While the worker is doing the job, he or she is told that the material or work tools delivered to him is broken.

determines the situation, immediately notifies the employer and waits for his instructions before continuing the work.

If the worker makes the materials or work tools delivered to him unusable through his own fault, he is liable to the employer for the amount of the current value on the day he became unusable.

IV. Private debts of the employer

1. Acceptance of the product

ARTICLE 465- The employer examines the product produced and delivered by the worker; If any, he notifies the worker of the defects he finds within one week starting from the delivery. If no notification is made on time, the product is deemed to have been accepted in its current condition.

2. Fee a.

Payment

ARTICLE 466- The wage of the work done, if the employee is employed continuously by the employer, once every fortnight or once a month with the employee's consent; If operated intermittently, it is paid for each delivery of the product.

A statement of account is given to the worker each time a wage is paid. In the statement of account, if any The amount and reason for the interruptions are also shown.

b. In case of interruption of work

ARTICLE 467- The employer, who employs the worker uninterruptedly, is obliged to pay him his wages, in accordance with the provisions regarding the payment of wages in case the performance of service is prevented, in case of default in accepting the product or if the worker is prevented from working without fault and due to the personality of the worker. In other cases, the employer is not obliged to pay wages according to these provisions.

V. Termination

ARTICLE 468- If the worker has been given a job for trial purposes, unless otherwise agreed, The contract is deemed to have been established for a trial period.

If the worker is employed continuously by the employer, the contract is deemed to have been concluded for an indefinite period, unless otherwise agreed; in other cases, the contract is deemed to have been concluded for a certain period of time.

B. Application of general provisions

ARTICLE 469- Regarding the marketing contract and the home service contract

In cases where there is no provision, the general provisions of the service contract apply.

CHAPTER SEVEN

Work Contract

A. Definition

ARTICLE 470- The contract of work requires the contractor to create a work,

It is a contract in which it undertakes to pay a price for it.

B. Provisions

I. Obligations of the contractor

1. In general

ARTICLE 471- The contractor has to perform the acts he undertakes with loyalty and diligence, taking into account the legitimate interests of the employer.

In determining the contractor's responsibility arising from his duty of care, the behavior of a prudent contractor who undertakes works in a similar field, in accordance with the professional and technical rules, is taken as a basis.

The contractor is obliged to make the work to be created directly by himself or to have it done under his own management. However, if the personal characteristics of the contractor are not important in the creation of the work, he can have someone else do the work.

Unless there is a custom or agreement to the contrary, the contractor is responsible for the creation of the work. He has to provide himself the tools and equipment to be used.

2. In terms of material

ARTICLE 472- If the material is provided by the contractor, the contractor shall

It is liable to the business owner, like the seller, because it is defective.

If the material is provided by the employer, the contractor is obliged to use them with due care and therefore to return the account and the surplus.

While the work is being produced, if it is understood that the material provided by the employer or the place indicated for the construction of the work is defective, or if another situation arises that would endanger the proper or timely production of the work, the contractor must immediately notify the employer of this situation; If he does not notify, he will be responsible for the consequences that may arise.

3. Business start-up and execution

ARTICLE 473- If it is clear that the contractor will not be able to complete the work at the agreed time, according to all estimates, due to the contractor not starting the work on time or delaying the work in violation of the provisions of the contract, or a delay that cannot be attributed to the employer, the employer may withdraw from the contract without having to wait for the day determined for delivery.

If it is evident during the creation that the work will be produced defectively or in violation of the contract due to the fault of the contractor, the employer will provide the contractor to correct the defect or inconsistency within a suitable period of time to prevent this; otherwise, he may warn that the repair or continuation of work will be entrusted to a third party at his own risk and expense.

4. Liability due to defect

a. Identification of the defect

ARTICLE 474- After the delivery of the work, the employer, as soon as he has the opportunity, according to the ordinary course of work, to review the work and, if there are any defects, to send it to the contractor within a suitable time. must notify.

Each of the parties, at their expense, to have the work reviewed by the expert.
and may request that the result be determined by a report.

b. Optional rights of the employer

ARTICLE 475- In cases where the contractor is responsible for the defect in the work, the employer, may exercise one of the following optional rights:

1. The owner of the work cannot use it or be compelled to accept in accordance with fairness.

If it is defective to the same extent or contrary to the provisions of the contract to the same extent, withdrawal from the contract.

2. Retaining the work and asking for a discount at the rate of defects.

3. All expenses shall be borne by the contractor, unless it requires an excessive cost.

To request free repair of the work.

The employer's right to claim compensation in accordance with the general provisions is reserved.

The work was made on the owner's immovable and its dismantling and removal would cause excessive damage.

The employer cannot use the right to withdraw from the contract.

c. Responsibility of the employer

ARTICLE 476- If the work is defective, despite the clear warning of the contractor, if it arises from the instructions given by the employer or if it can be attributed to the employer for any reason, the employer cannot use his rights arising from the defectiveness of the work.

D. Acceptance of the work

ARTICLE 477- After the explicit or implicit acceptance of the work, the contractor is relieved of all liability; however, he remains liable for defects that are deliberately concealed by him and cannot be noticed during duly review.

If the employer neglects to review and notify, the work is deemed to have been accepted.

If the defect in the work is discovered later, the employer has to notify the contractor without delay; If not, it will be deemed to have accepted the work.

to. Time out

ARTICLE 478- If the contractor has created a defective work, the lawsuits to be filed for this reason, starting from the delivery date, two years for works other than immovable structures; in immovable structures, the statute of limitations expires after five years, and if the contractor has a serious fault, twenty years, regardless of the nature of the defective work.

II. Employer's debts

1. Due date

ARTICLE 479- The employer's debt payment becomes due at the time of delivery of the work.

If it has been decided to deliver the work piece by piece and the price has been determined according to the pieces, The price of each piece is due at the time of its delivery.

2. Price

a. lump sum

ARTICLE 480- If the price is determined as a lump sum, the contractor is obliged to produce the work for that price. Even if the work required more labor and expense than anticipated, the contractor cannot request an increase in the determined price.

However, if circumstances that cannot be foreseen at the beginning or that are foreseeable but not taken into account by the parties prevent or make it extremely difficult to produce the work with a lump-sum price determined by the parties, the contractor has the right to ask the judge to adapt the contract to new conditions, or to withdraw from the contract if this is not possible or cannot be expected from the other party. In cases where the rules of integrity require, the contractor can only use the right of termination.

Even if the work required less labor and expense than anticipated, the employer responsible for paying the full price.

b. price by value

ARTICLE 481- If the price of the work has not been determined in advance or has been determined approximately, the price is determined by looking at the value of the work and the expense of the contractor at the place and time it was made.

C. Termination of contract

I. Exceeding the approximate cost

ARTICLE 482- If it is understood that the approximate price determined at the beginning will be exceeded without the fault of the employer, the employer may withdraw from the contract before or after the work is completed.

If the work is built on the land of the employer, the employer may request a deduction of an appropriate amount from the price, or if the work has not been completed yet, it may terminate the contract by preventing the contractor from continuing the work and paying a fair price for the completed part.

II. The disappearance of the work

ARTICLE 483- If the work is destroyed as a result of an unexpected event before delivery, the contractor cannot demand payment of the fee and expenses of the work he has done, unless the employer defaults in receiving the work. In this case, the damage to the material belongs to the supplier.

In the event that the work is destroyed due to the material supplied by the employer or the fault of the land shown or being made in accordance with the instructions of the employer, the contractor may request the payment of the value of the work he has done and the expenses that do not fall into this value, provided that the contractor has notified the negative consequences that may arise in a timely manner. If the employer is at fault, the contractor must also be compensated for the damage. also has the right to demand.

III. Termination in return for

compensation ARTICLE 484- The employer shall pay for the part made before the completion of the work. may terminate the contract provided that the contractor pays all the damages and compensates for all the damages.

IV. Impossibility of performance because of the employer

ARTICLE 485- Completion of the work is due to an unexpected event related to the employer. If it becomes impossible, the contractor may request the value of the work he has done and the expenses that do not fall into this value.

If the employer is at fault when the impossibility of performance arises, the contractor also has the right to demand compensation.

V. Contractor's death or loss of ability

ARTICLE 486- The contract made by considering the personal characteristics of the contractor automatically terminates in the event that the contractor loses his ability to complete the work without his death or fault. In this case, if the employer can benefit from the completed part of the work, he is obliged to accept it and give it back.

CHAPTER EIGHT

Publication Agreement

A. Definition

ARTICLE 487- A publication contract is the contract in which the owner or successor of an intellectual and artistic work undertakes to leave that work to the publisher for publication, and the publisher undertakes to reproduce and publish it.

B. Shape

ARTICLE 488- The validity of the publication contract depends on whether it is made in writing.

C. Terms

I. Passage of the right to publish and liability

ARTICLE 489- The rights of the owner of the work with the publication contract, the performance of the contract It passes to the publisher to the extent and for the period required.

The publisher is responsible against the publisher for not having the right to publish the work at the time of the conclusion of the contract, as well as for the absence of copyright if the work is protected.

If the whole or part of the work has been left to another publisher for publication or has been published under the knowledge of the publisher, the publisher must notify the other party before the publication contract is concluded.

II. Publisher's right of disposal

ARTICLE 490- The publisher cannot dispose of the whole or a part of the work, to the detriment of the publisher, unless the period agreed in the contract expires or, if the time has not been determined, the usual time for the agreed number of prints to expire.

Short articles in periodicals can be published by the publisher at any time, elsewhere.
can also be published.

Publisher, the parts of a collected work or long articles published in magazines.
The articles cannot be republished until three months have passed from the end of the publication.

III. Determination of the number of prints and the number of prints

ARTICLE 491- If the number of editions is not specified in the contract, the publisher can only publish one edition.
has the right to do so.

The parties have to decide the duration of the contract or the number of prints.

In cases where the publisher is authorized to make a certain number of editions or all new editions in the contract, if the publisher neglects to make a new edition while the number of editions of the work is exhausted, the publisher gives the publisher an appropriate period for the new edition. If the publisher does not print within the given time; The publisher may withdraw from the contract.

IV. Replication and distribution

ARTICLE 492- The publisher is obliged to reproduce the work in an appropriate manner without making any abbreviations, additions or changes; In addition, it is obliged to make the necessary promotion and distribution to increase sales and to take all kinds of measures in this regard.

The publisher determines the selling price, provided that it does not make it difficult to sell the work.

V. Correction and improvement

ARTICLE 493- Provided that it does not harm the interests of the publisher and does not increase his responsibility, the owner of the work can make corrections and improvements, and his successors can only update the work. Even though this correction and improvement is required, the expenses not foreseen in the contract are borne by the publisher.

The publisher has the opportunity to improve the work and update it to his successors.
It cannot make a new edition and reproduce it without giving it.

VI. Published together and published separately

ARTICLE 494- The right of an owner to publish more than one work separately does not give the publisher the authority to publish them together.

Likewise, the right of the author to publish all his works or only one of them together does not give the publisher the right to print and distribute each of them separately.

VII. translation right

ARTICLE 495- The transfer of the translation right to the publisher depends on the fact that this is clearly stated in the contract.

VIII. Right to charge

1. Determination of the price

ARTICLE 496- Unless otherwise agreed in the contract, the one who has it published, the price may request payment.

If the amount to be paid is not certain in cases where a price must be paid, the price shall be determined by the judge. determined by.

If the publisher has the right to make more than one edition, the agreed price for the first edition and other conditions shall be deemed to apply to subsequent editions.

2. Time of payment, accounts of sale and right to receive freebies

ARTICLE 497- If the work is to be published as a whole, the total amount; If it will be published in sections such as volume, fascicle, form, it is paid after each section is printed and made ready for sale.

If the parties have tied the price to the sales amount, the publisher shall keep the sales accounts, and is obliged to prepare the proving documents in accordance with the custom.

Unless otherwise agreed, the publisher of the work, according to custom, amount free of charge.

D. Termination

I. The disappearance of the work

ARTICLE 498- Even if the work is destroyed as a result of an unexpected situation after delivery to the publisher, the publisher is obliged to pay the price.

If he has another copy of the work, the author must give this copy to the publisher; Although there is no other example, if it can be reproduced with a little effort, the owner of the work is obliged to produce the work and deliver it. In both cases, the author can ask for an appropriate response.

II. The disappearance of the printed

ARTICLE 499- If all or a part of the completed edition of the work is lost as a result of an unexpected situation before it is put up for sale, the publisher may reprint the lost amount at its own expense, without paying any additional fee to the publisher.

The publisher is obligated to do so if it can replace those that have been destroyed without undue expense.

III. Termination for personal reasons

ARTICLE 500- If the owner of the work dies or loses his ability to complete the work before completing it, or if it becomes impossible to complete the work without his own fault, the contract will automatically terminate. However, if the fulfillment of all or part of the contract is possible and fair, the judge may decide to continue the contractual relationship and make the necessary changes.

If the publisher goes bankrupt, the publisher may give the work to another publisher; However, if assurance has been shown that the debt not yet due at the time of bankruptcy will be fulfilled, the publisher cannot give the work to another publisher.

E. Publishing contract to order

ARTICLE 501- One or more people can create a work according to the plan determined by the publisher. If they undertake to generate

In this case, the financial rights subject to the contract belong to the publisher.

CHAPTER NINE

Proxy Relations

FIRST SECTION

Power of Attorney

A. Definition

ARTICLE 502- A contract of attorney means that the attorney performs a job of the person giving the attorney or contract that he undertakes to perform.

Provisions regarding power of attorney are also applied to employment contracts that are not regulated in this Law, to the extent that they comply with their qualifications.

If there is a contract or custom, the attorney is entitled to a fee.

B. Establishment

ARTICLE 503- If the person who is offered a job has an official capacity to do this job or if the job is required by his profession or if he announces that he will accept such jobs, the contract of attorney is deemed to have been established unless this proposal is immediately rejected by him.

C. Terms

I. Scope of the power of attorney

ARTICLE 504- If the scope of the power of attorney is not clearly indicated in the contract, it is determined according to the nature of the work to be done.

The power of attorney also includes the authority to take the necessary legal actions in order to carry out the work undertaken by the attorney.

Unless specifically authorized, the attorney cannot file a lawsuit, make a settlement, apply to an arbitrator, request bankruptcy, postponement of bankruptcy and concordat, make a foreign exchange commitment, make a donation, be a guarantor, transfer the immovable and cannot limit it with a right.

II. Debts of the attorney

1. Performance in accordance with the instruction

ARTICLE 505- The attorney is obliged to comply with the express instructions of the attorney. However, when it is not possible to get permission from the person giving the power of attorney, and in cases where it is clear that he would have given permission if he had known about the situation, the attorney may depart from the instruction.

In cases other than this, if the attorney leaves the instruction, he will not have fulfilled his attorney's obligation, even if he has done the job, unless he covers the damage arising from this.

2. Personal performance, loyalty and care

a. Generally

ARTICLE 506- The attorney is obliged to personally fulfill the attorney's debt. However, in cases where the attorney is authorized or the situation is mandatory or customary makes it possible, the attorney may have someone else do the work.

By considering the work and services undertaken by the attorney, the legitimate interests of the attorney, duty of loyalty and diligence.

In determining the attorney's responsibility arising from the duty of care, work and The behavior required by a prudent attorney undertaking the services is taken as basis.

b. In case the work is done by a third party

ARTICLE 507- When the attorney goes beyond his authority and has someone else do the job, his he is responsible for his act as if he had done it himself.

If the attorney is authorized to give power of attorney to someone else, he is only obliged to show the necessary care in choosing and giving instructions.

In both cases, the power of attorney has the power of attorney against the person he/she replaces. can directly assert the rights that he has against that person.

3. Accounting

ARTICLE 508- The attorney is obliged to give an account of the work he has carried out upon the request of the attorney and to give the attorney what he has received in relation to the attorney.

The attorney is also obliged to pay the interest of the money which is delayed in the delivery of the attorney.

4. Transfer of acquired rights to the attorney ARTICLE

509- The attorney's receivables from third parties arising from the works performed on his behalf and on behalf of the attorney automatically pass to the attorney as soon as the attorney fulfills all his debts to the attorney.

In the event of the attorney's bankruptcy, the attorney may also claim against the bankruptcy desk that this receivable has already passed to him.

The attorney may request that the movable property acquired by the attorney in his own name and for the account of the attorney be left from the bankruptcy table and given to him. The bankruptcy office also benefits from the right of imprisonment of the attorney.

III. Obligations of the power of attorney

ARTICLE 510- The attorney is obliged to pay the expenses and advances made by the attorney for the proper performance of the attorney, together with the interest, and to recover him from the debts he has undertaken.

The attorney may request from the attorney to compensate for the damage suffered due to the performance of the attorney. However, the power of attorney can be relieved of this responsibility by proving that he has no fault.

IV. Responsibility of co-agents and co-agents

ARTICLE 511- Those who give power of attorney to a person jointly and severally against the attorney they are responsible.

Those who undertake the power of attorney jointly are responsible for the performance of the power of attorney, and unless they have the right to transfer their authority to others, they can only put the power of attorney under debt with their joint actions and transactions.

D. Termination

I. Reasons

1. Unilateral termination

ARTICLE 512- The proxy and the attorney can always terminate the contract unilaterally. However, the party who terminates the contract at an inopportune time is obliged to compensate for the loss of the other.

2. Death, loss of license and bankruptcy

ARTICLE 513- Unless otherwise understood from the contract or the nature of the work, the contract will automatically terminate with the death, loss of competence or bankruptcy of the attorney or the attorney. If one of the parties is a legal entity, this provision shall also apply to the termination of this legal entity.

If the termination of the power of attorney jeopardizes the interests of the power of attorney, the agent or his heir or his representative is obliged to continue to perform the power of attorney until the power of attorney or his heir or representative is able to see the affairs on his own.

II. Terms

ARTICLE 514- From the works done by the attorney before learning that the contract has ended, The proxy or his heirs are responsible as if the contract is continuing.

SECOND SECTION

Letter of Credit and Order of Credit

A. Letter of credit

ARTICLE 515- Letter of credit is the document that contains the power of attorney of the sender to give money and similar things to a certain person who will benefit from the letter of credit, with or without determining an upper limit.

The letter of credit is subject to the terms of the power of attorney and

remittance. In the letter of credit given without an upper limit, if the person who will benefit from the letter makes an excessive request that does not clearly comply with the relationship between those who are related to this letter, the letter is sent to the sender and the payment is made until he receives a reply. has to delay.

Power of attorney given by letter of credit, only for a certain amount by the sender valid if accepted.

B. Credit order

I. Definition and form

ARTICLE 516- If a person has received and accepted an order to open a loan or renew a loan to a third party under the responsibility of the person giving the loan order, the person giving the order shall be liable as a guarantor for the loan debt, unless the loan order exceeds the given power of attorney. However, the issuer is not responsible unless the loan order is in writing.

II. Incompetence of the beneficiary of the loan order

ARTICLE 517- The person who ordered the loan cannot escape from the responsibility of the person who has been given the loan order by alleging the incompetence of the beneficiary of the loan order.

III. Preliminary giving of credit order

ARTICLE 518- If a loan order is given to the beneficiary of the loan order or neglects to apply to the beneficiary of the loan order despite being instructed, the loan orderer is relieved of responsibility.

IV. Relationship between the parties

ARTICLE 519- The relationship between the lender of the loan order and the beneficiary of the loan order, The provisions regulating the relationship between the surety and the principal debtor are applied.

THIRD SECTION

Brokerage Agreement

A. Definition and form

ARTICLE 520- A brokerage contract is a contract in which the broker undertakes to prepare or mediate the possibility of establishing a contract between the parties and is entitled to a fee if this contract is concluded.

As a rule, the provisions regarding the proxy are applied to the brokerage contract.

The brokerage agreement on immovables is not valid unless it is made in writing.

B. Fee

I. Deserving time

ARTICLE 521- The broker may only be paid if a contract is concluded as a result of his activity. is entitled.

If the contract established as a result of the broker's activity is subject to a delaying condition, the fee is paid if the condition is fulfilled.

If it is agreed in the brokerage contract that the expenses incurred by the broker will be paid to him, his expenses are paid even if the broker's activity did not result in the conclusion of the contract.

II. Determination of the fee

ARTICLE 522- If the fee is not determined, it is paid according to the tariff, if there is no tariff, it is paid according to the custom.

III. Broker's loss of rights

ARTICLE 523- If the broker acts in the interest of the other party by acting contrary to the debt he has undertaken, or if he receives a wage promise from the other party contrary to the rules of good faith, he loses his rights regarding the wage and the expenses he incurred.

IV. marriage brokerage

ARTICLE 524- No lawsuit can be filed and no follow-up can be made about the fee arising from the marriage brokerage.

V. Discount

ARTICLE 525- If an excessive fee is agreed in the contract, upon the request of the debtor, this fee can be reduced by the judge in an equitable manner.

CHAPTER TEN

Working without a Power of Attorney

A. Rights and obligations of the employee

I. Seeing the work

ARTICLE 526- A person who works for someone else without a power of attorney is obliged to see that work in accordance with the interests of the owner and his assumed will.

II. Responsibility

ARTICLE 527- The employee without a power of attorney is responsible for all his negligence. However, if the employee has done this job in order to eliminate the damage or the danger of harm faced by the employer, his responsibility is considered lighter.

If the employee has done this job even though the employer has explicitly or implicitly prohibited it, and the prohibition of the employer is not against the law or morality, he is also responsible for the unexpected situation. However, even if the employee had not done that job, he is relieved of responsibility if he proves that this loss will occur as a result of the unexpected situation.

III. Employee's incompetence

ARTICLE 528- If the employee lacks contractual capacity, he will be responsible for the transaction he has made only to the extent that he has become rich or the amount of enrichment he has taken out of his hands without goodwill.

More comprehensive liability arising from tortious acts is reserved.

B. Rights and obligations of the employer

I. In the event that the work is done for the benefit of the

employer ARTICLE 529- In the event that the work is done for his own benefit, the employer is obliged to pay all the expenses of the employee with interest, which are deemed necessary and beneficial according to the situation, and to therefore, he is obliged to perform the acts he has undertaken and to compensate for the damage to be determined by the judge. This provision is also applied to the employee who has shown the necessary care while doing the job, even if the expected result has not been achieved.

If the employee cannot receive the expenses he has made, unjust enrichment reserves the right to take it apart in accordance with its provisions.

II. In case the work is done for the benefit of the employee

ARTICLE 530- The employer has the right to obtain the benefits arising from the employment, even if it is not for his own benefit; however, to the extent that he becomes rich, he is obliged to pay the expenses of the employee and to save him from the debts he has undertaken.

III. In case the job is deemed appropriate by the employer

ARTICLE 531- If the employer finds the job appropriate, the provisions of the proxy are applied.

CHAPTER ELEVEN

Commission Agreement

A. Buying or selling brokerage

I. Definition

ARTICLE 532- Purchase or sale brokerage is the contract in which the broker undertakes the purchase or sale of valuable papers and movables in return for a fee, on his behalf and for the account of the proxy.

Without prejudice to the provisions of this section, proxy agreements may be made.
provisions apply.

II. Broker's debts

1. Notification and insurance debt

ARTICLE 533- The broker is responsible for informing the proxy about his work and In particular, he is obliged to immediately notify himself that his instruction has been fulfilled.

Unless instructed by the proxy, the broker, which is the subject of the contract, It is not obligated to insure things.

2. Debt of care

ARTICLE 534- If the goods sent to him for sale are clearly defective, the broker is obliged to do what is necessary to protect the rights of the attorney against the carrier, to have the damage determined, to protect the goods as much as possible and to inform the attorney immediately; otherwise, he will be liable for any damage caused by his negligence.

If the goods sent for sale are perishable in a short time, the broker,
The power of attorney is obliged to sell the goods, provided that he immediately informs the giver.

3. The price determined by the proxy

ARTICLE 535- The broker who sells goods below the price determined by the proxy giver is obliged to make up the difference between the determined price and the sale price, unless he proves that if he did not sell the goods, the attorney would suffer more damage and the situation was not suitable for re-ordering. Apart from this, the broker, if he has a fault, is also liable for other damages incurred by the attorney due to his violation of his instructions.

The broker who buys goods below or sells above the price determined by the proxy cannot retain the difference arising from these transactions.

4. Selling on credit and payment on receipt

ARTICLE 536- If the broker sells the goods on credit without the consent of the proxy or pays the price without receiving the goods, he has to bear the loss arising from this. However, unless the power of attorney forbids it, he may sell the goods on credit according to the commercial practice at the place of sale.

5. Guarantee of the broker

ARTICLE 537- Except for the sale of goods on credit without authorization, the broker does not It is not responsible for the non-payment of its debtors and non-performance of other debts. However, the broker is liable if it has given an express guarantee or if it is required by the commercial practice in its location.

The broker giving the guarantee has the right to charge additional fees for this reason.

III. Broker's rights

1. Money paid and expenses incurred

ARTICLE 538- The broker shall pay all expenses and expenses incurred for the benefit of the attorney. He can ask for the money he has paid, together with interest.

Although the broker may transfer the storage and transportation costs to the account of the proxy, cannot pass the wages of its own employees.

2. Commission fee

a. right to request

ARTICLE 539- The broker may request the payment of his fee when he performs the work assigned to him, or in the event that the work is not done due to a reason that can be attributed to the proxy giver.

In the event that the work cannot be performed for other reasons, the broker only may request a reward to be determined according to custom.

b. losing

ARTICLE 540- If the broker acts contrary to the rules of honesty towards the proxy, especially if he informs him of more than what he bought or less than what he sold, he loses his right to receive a fee.

In the event that the price is shown to be different from the actual price, the power of attorney, has the right to count the broker as the buyer or seller of the sold over the realized price.

3. Right to prison

ARTICLE 541- Prison on the price of the goods sold and the goods purchased by the broker has the right.

4. Sale of goods by auction

ARTICLE 542- In the event that the goods given to the broker cannot be sold or the sale order is withdrawn, if the proxy gives excessive delay in retrieving the goods or taking other actions regarding that goods, the broker may sell the goods by auction, with the decision of the court of the place where he is located. However, if the goods are listed on the stock exchange or have a market price or if the value is low compared to the cost to be incurred, the judge may also decide to make the sale in another way.

If the proxy or his representative is not present at the location of the goods, the decision to sell The power of attorney can also be given without rest.

Except in the case of rapid depreciation of the property, the place and time of the auction must be notified to the attorney by the court.

5. The broker's dealing with himself a. Price and fee

ARTICLE 543- A broker who is authorized to sell or buy bills of exchange or other valuable papers or commercial goods registered in the stock exchange or having a market price, may sell his own goods instead of the goods to be purchased, or buy the goods to be sold for himself, unless otherwise instructed by the proxy. In these cases, the values at the time the broker trades with him are taken as a basis; The broker has the right to demand the usual fees and expenses in commission works, even in these cases.

The broker has to notify the power of attorney on the same day that such a transaction has been made.

In other cases, the terms of sale apply.

b. Do not be deemed to have made the transaction with himself

ARTICLE 544- In cases where the broker can be a direct buyer or seller, if he informs the proxy that the power of attorney has been fulfilled without showing the other side of the contract, he is deemed to have made the transaction himself.

c. Loss of the right to make the transaction with himself

ARTICLE 545- As soon as the news that the proxy has withdrawn the power of attorney reaches the broker, the right of the broker to carry out the transaction with himself is forfeited. However, this provision does not apply if the broker has sent notification of the transaction before this news reaches him.

B. Other commission work

ARTICLE 546- The commission works regarding the movables that will be manufactured with the material to be given by the employer, are in the form of buying and selling brokerage, even if they are not the same as the goods.

The provisions of this section are also applicable to the purchase and sale broker who undertakes the works that are not considered as buying and selling brokerage, in return for a fee, on his own behalf and for the account of the person giving the proxy, and the trader who does not take up commissions for himself but occasionally undertakes commission work.

Special provisions on freight brokerage are reserved.

CHAPTER TWELVE

Commercial Agents, Commercial Agents and Other Merchant Assistants

A. Commercial representative

I. Definition and authorization

ARTICLE 547- The commercial representative is the person to whom the owner of the business has explicitly or implicitly authorized to manage the commercial enterprise and to represent himself with the commercial representation authority under the trade name in the transactions related to the enterprise. The owner of the business has to register with the trade registry that he has been given the authority of commercial representation; however, the liability of the commercial enterprise owner for the actions of the commercial representative is not dependent on the registration.

II. Scope of representation

ARTICLE 548- The commercial representative is deemed to be authorized to commit foreign exchange on behalf of the owner of the business against bona fide third parties and to carry out all kinds of transactions that fall within the purpose of the business on his behalf.

A commercial representative may not transfer immovables or acquire a right, unless expressly authorized. cannot limit.

III. Limitation of representation power

ARTICLE 549- Representation authority may be limited to the works of a branch.

The power of representation can also be limited on the condition that more than one person sign together. In this case, the signing of one of the representatives without the participation of the others does not bind the business owner.

Unless the above limitations on the representation authority are registered with the trade registry, does not impose any judgment against bona fide third parties.

Other restrictions on the power of representation, even if registered, cannot be asserted against third parties in good faith.

IV. Termination of representation

ARTICLE 550- Even if it is not registered in the trade registry where the representation authority is given, expired is registered.

As long as it is not registered and announced in the trade registry where the representative authority has expired, this authority It remains valid for bona fide third parties.

B. Commercial agent

ARTICLE 551- Commercial attorney is the person authorized by the owner of a commercial enterprise to manage his business or to carry out some work of his business, without giving him the authority of commercial representation.

This authorization covers all the usual transactions of the enterprise. However, unless the commercial attorney is expressly authorized, he cannot borrow money or the like, make a foreign exchange commitment, sue and follow the filed lawsuit.

C. Other merchant assistants

ARTICLE 552- Officials or servants of commercial enterprises engaged in wholesale, semi-wholesale or retail sales are authorized for the following transactions, unless otherwise announced in writing, in a place where customers can easily see and easily read:

1. To carry out all the usual sales transactions of the commercial enterprise.
2. Signing invoices about the transactions for which they are authorized.
3. To make warnings or other explanations on behalf of the owner of the business regarding the performance of the debts arising from the customary transactions of the commercial enterprise or the failure to perform them at all or properly; to accept warnings or other explanations of this nature, especially notifications of defects regarding the goods delivered due to the customary transaction, on behalf of the commercial enterprise.

Officials or servants of commercial enterprises engaged in wholesale, semi-wholesale or retail sales cannot request or receive the sales fees outside the enterprise and if cashiers are appointed, unless they are authorized in writing. These persons are also authorized to close invoices or issue receipts, if they are authorized to receive the sales price.

D. Prohibition of competition

ARTICLE 553- Commercial representatives, commercial proxies or other merchant assistants who manage all the affairs of an enterprise or are in the service of the owner of the enterprise cannot directly or indirectly, without the consent of the owner of the enterprise, do any work of the kind that the enterprise does for their own or a third party's account. They cannot have such transactions made to their accounts by third parties.

If they act contrary to this, the owner of the business, without prejudice to the rights arising from the legal relationship between them, may request the compensation of the damage, and instead, the works done by the commercial representative, commercial attorney or other merchant assistant on his own account or made by third parties are deemed to have been done for his own account and the business he has received due to these works. may request the payment of the fee or the transfer of the receivable arising from the same works.

E. Powers of commercial representatives, commercial agents and other merchant assistants expiration

ARTICLE 554- The owner of the business may at any time withdraw the powers of commercial representatives, commercial proxies and other merchant assistants, without prejudice to the rights arising from the service, power of attorney, partnership and similar agreements between them.

Loss or death of the owner of the business, commercial agents, commercial does not terminate the authority of attorneys and other merchant assistants.

CHAPTER THIRTH

Transfer

A. Definition

ARTICLE 555- Remittance means the remittance payer in order to give money, valuable papers or other similar goods to the remittance recipient on his own account; It is a legal transaction that authorizes the remittance recipient to accept them on their behalf.

B. Provisions

I. Relationship between the remittance and the remittance recipient

ARTICLE 556- Remittance, for the performance of the remittance's debt to the remittance recipient. If it is done, this debt ends only when the remittance payer fulfills the debt.

If the remittance recipient, who has accepted the remittance, does not obtain his receivable within the time specified in the remittance by applying to the remittance payer, he may re-claim this receivable against the remittance.

If the remittance recipient, who is the creditor, does not want to accept the remittance, the debtor must notify the remittance without delay; If he does not notify, he will be obliged to compensate for the damage caused by this.

II. Remittance payer's debt

ARTICLE 557- If the remittance payer notifies the remittance recipient that it accepts the remittance without making any reservations, it will be liable for performance and can only put forward defenses arising from the relationship between them or the content of the remittance; cannot put forward defenses arising from the relationship between the referrer and himself.

If the remittance payer owes the remittance, it is obliged to fulfill the debt to the remittance recipient, if performance of the debt to the remittance recipient does not impose a greater burden on the remittance than the remittance. In this case, the remittance payer is not required to explain to the remittance recipient before the performance that he or she accepts the remittance, unless otherwise agreed between the remittance and the remittance.

III. Notification in case of non-performance

ARTICLE 558- If the remittance payer refrains from performing or declares in advance that he will not perform the remittance issue despite the remittance's request, the remittance recipient is obliged to notify the remittance without delay; If he does not notify, he will be responsible for the loss suffered by the transferor.

C. Undo

ARTICLE 559- The transferor can always withdraw the authority given to the transferee. However, the remittance cannot withdraw the authority given for the benefit of the recipient, especially for the purpose of obtaining his receivables.

As long as the payer of the remittance does not declare to the remittance recipient that he accepts the remittance, the remittance may withdraw the authorization it has given it.

In case of bankruptcy of the transferor, the transfer that has not been accepted yet ends automatically.

D. Remittance on negotiable documents

ARTICLE 560- The provisions of this section shall apply to the written transfers made for the purpose of paying the debtor due to negotiable instruments. In this case, each bearer is considered a remittance recipient against the remittance payer. On the other hand, the rights specific to the relationship between the remittance and the remittance receiver arise only between the receivable transferor and the transferee.

Special provisions regarding checks and policy-like money orders are reserved.

CHAPTER FOURTEEN

Retention Agreements

A. General custody agreement

I. Definition

ARTICLE 561- A custody agreement is a deposit left by the depositor to himself. It is a contract in which it undertakes to protect the movable in a safe place.

The custodian may charge a fee if it is expressly stipulated or the circumstances and circumstances so require.

II. debts of the depositor

ARTICLE 562- The depositor shall pay all costs required by the performance of the contract.
liable to pay.

Unless the keeper proves that it was not due to his own fault,
liable for the damages incurred.

III. Debtor's debts

1. Prohibition of use

ARTICLE 563- The depositor cannot use what is stored without the permission of the depositor.

If he acts in violation of this prohibition, he is liable to pay a suitable usage fee to the custodian, and he is also liable for unexpected damages unless he proves that this damage would have occurred even if he had not used it.

2. Giving back

a. Generally

ARTICLE 564- Even if a period of time has been determined in the retention contract, the custodian is obliged to return the stored item with all its reproductions, upon the request of the custodian at any time. However, the custodian is obliged to pay the expenses incurred by the custodian taking into account the determined period.

b. Exceptions

ARTICLE 565- The custodian cannot return the stashed before the expiry of the determined period. However, if the continuation of the contract is dangerous or harmful to the custodian due to unforeseen circumstances, the custodian is exempt from expiry of the specified period.
can give back before.

If no time is set, the custodian can always return the stored.

If more than one person gives something for safekeeping, the keeper returns it to one of them, unless the contract provides otherwise or they all agree.
cannot escape responsibility.

c. place of return

ARTICLE 566- What is stored is returned at the place where it needs to be protected, at the expense and damage of the custodian.

3. Responsibility of those who

keep it ARTICLE 567- Those who buy something to keep something together are jointly responsible.

4. Claims of third parties

ARTICLE 568- Even if a third party claims a right in rem on the custodian, the custodian is obliged to return it to the custodian unless the stash is seized or a lawsuit is filed against the custodian.

In the event of a foreclosure or a lawsuit being filed, the one who hides the situation immediately must notify the custodian.

IV. Don't leave it to a trusted person

ARTICLE 569- If more than one person, in order to protect their rights, leave the disputed or uncertain legal situation to a trusted person, this person cannot return it to any of them without the consent of all those who have kept it or the decision of the judge.

B. Preservation of like things

ARTICLE 570- If it is explicitly or implicitly agreed that the custodian will repay the money left to him without having to return it in kind, the benefit and damage of that money will belong to him.

If the money is left unsealed and open, it is considered a covert agreement.

Unless the custodian is expressly authorized by the custodian, the other stored
It cannot be disposed of on goods or valuable papers.

C. Don't leave the warehouse

I. Issuance of

promissory notes ARTICLE 571- The warehouseman who publicly declares that he accepts commercial goods for storage, may request from the competent authority to allow the issuance of promissory notes representing the stored property.

II. Storage debt of the warehouse keeper

ARTICLE 572- The warehouse keeper is obliged to carefully store the goods left to him, like a broker, and to notify the custodian, as far as possible, if there is a change in the goods that requires additional measures.

The storekeeper, in order to examine the condition of the goods and take a sample, during the usual business times; must always give permission to take the necessary protective measures.

III. Mixed things up

ARTICLE 573- Unless clearly authorized, the warehousing cannot mix similar things of the same type and nature.

On such matters, which are mixed on the basis of authority, each of the depositors may demand a share in proportion to his/her right.

In this case, the warehouse keeper can do without the need for the depositors to be present together.
may allocate the share of each of the depositors.

IV. Storekeeper's rights

ARTICLE 574- The warehouse keeper shall pay the agreed or customary warehouse fee and may request all expenses such as maintenance, transportation and customs that do not arise from storage.

These expenses are immediately; on the other hand, the warehouse fee is paid every three months and in any case, when all or part of the goods are taken back.

As long as the warehouse keeper is in possession of the goods or has the authority to dispose of them by means of any promissory note representing the goods, he has the right to lien on these goods for his receivables.

V. Return of goods

ARTICLE 575- The warehouse keeper is obliged to return the commercial goods as in the general storage contract. However, even in cases where the custodian has the authority to give back before its due date, for reasons that cannot be foreseen in the contract, the custodian may not exceed the agreed period. must protect the goods until the end.

D. Leaving accommodation, garage, car park and similar places to operators I.

Responsibility of accommodation operators

1. Terms and scope

ARTICLE 576- Those who operate places such as hotels, motels, hostels, holiday villages are responsible for the destruction, damage or theft of the goods brought by the guests. However, the operators are relieved of this responsibility by proving that the damage is caused by the fault, force majeure or the quality of the goods that may be imposed on the person who stays or visits him or who is with him or in his service.

This liability cannot exceed three times the daily accommodation fee for each of the occupants, unless a fault is imposed on the operators or their employees.

2. Valuables

ARTICLE 577- If valuable goods or a significant amount of money or valuable papers are not left to the operator for safekeeping, the operator shall be liable only if he or his employees are at fault.

If the operator has taken them for safekeeping or refrained from taking them, the full value of the goods is responsible.

Items, money and similar things that the host should keep with himself
The rule of liability for his other belongings applies to him.

3. Elimination of responsibility

ARTICLE 578- If the incumbent does not notify the operator as soon as he learns about his loss, the claim loses his right. Even

if the operator declares by any means that he does not undertake such a responsibility or that he attributes the responsibility to a condition not specified in this Law, he cannot be relieved of his responsibility.

II. Responsibility of operators of garages, parking lots and similar places

ARTICLE 579- Operators of garages, car parks and similar places are responsible for the destruction, damage or theft of animals, horse-drawn carriages, their harnesses and similar goods, and motor vehicles and attachments left to them or accepted by their employees. However, the operators are relieved of this responsibility by proving that the damage is caused by the defect, force majeure or the quality of the goods that may be imposed on the keeper or the visitor or the person accompanying or serving it.

However, the responsibility of the operators of garages, car parks and similar places cannot exceed ten times the daily storage fee charged for each of those stored, unless a fault is imposed on them or their employees.

The operator does not assume such a responsibility or its responsibility is not specified in this Law. Even if he declares by any means that he is bound by a condition, he cannot escape from responsibility.

III. Right to prison

ARTICLE 580- Operators have the right to lien to secure their wages or receivables arising from storage expenses, on goods or animals left to them or placed in accommodation places, garages, parking lots and similar places.

The provisions regarding the lessor's right of retention are also applied here by analogy.

CHAPTER FIFTEEN

Bail Agreement

A. Definition

ARTICLE 581- The suretyship contract is the surety to fulfill the debt of the debtor against the creditor.

It is a contract in which he undertakes to be personally responsible for the consequences of his failure to do so.

B. Terms

I. Principal debt

ARTICLE 582- A surety agreement can be made for an existing and valid debt. However, a surety contract can be established for a future or contingent debt to become effective when this debt arises or when the condition is fulfilled.

If the person giving a personal guarantee for a debt for which the debtor is not liable due to mistake or incompetence knows, at the time of taking the obligation, he knows about the defect that cripples the contract, he is liable in accordance with the provisions of the law on surety. The same rule applies to a person who is a guarantor for a debt that is barred from the debtor's side.

Unless otherwise agreed by law, the guarantor may not pre-empt the rights granted to him in this section. cannot waive.

II. Shape

ARTICLE 583- The suretyship contract will not be valid unless it is made in writing and the maximum amount that the surety will be responsible for and the date of guarantee are specified. It is obligatory for the surety to indicate in his own handwriting the maximum amount for which he is responsible, the date of the suretyship and, in the case of being a joint surety, that he is under obligation in this capacity or with any expression that means that.

Giving special authority to be a guarantor on his own behalf and promising to be a guarantor to the other party or a third party are subject to the same form conditions. The parties may decide to limit the liability of the guarantor to a certain amount of the debt by complying with the written form.

Changes made later in the suretyship contract that increase the liability of the surety will not be valid unless the form stipulated for the surety is complied with.

III. consent of the spouse

ARTICLE 584- Unless one of the spouses has a separation decision given by the court or unless the right to live legally separates arises, he can only be a guarantor with the written consent of the other; This consent is given before the conclusion of the contract or at the latest at the time of its conclusion.

is essential.

The consent of the spouse is not required for the subsequent changes in the surety contract that do not increase the amount that the surety will be responsible for, or that the ordinary surety turns into a joint guarantee or that the guarantees for the benefit of the surety decrease significantly.

(Additional clause: 28/3/2013-6455/77 art.) Bails to be given by the owner of the commercial enterprise registered in the trade registry or the partner or manager of the commercial company in relation to the enterprise or company, the tradesmen or craftsmen registered in the tradesmen and craftsmen registry in relation to their professional activities. guarantees to be given by artisans, guarantees to be given for loans to be used within the scope of the Law on the Granting of Interest Supported Loans by State-owned Banks, dated 27/12/2006 and numbered 5570, and agricultural loans, agricultural sales and tradesmen and artisans loan and surety cooperatives and cooperatives by public institutions and organizations. The consent of the spouse is not sought for the sureties to be given in the loans to be made available to the partners.

C. Content

I. By Types

1. Ordinary suretyship

ARTICLE 585- In ordinary suretyship, the creditor cannot follow the surety unless he applies to the debtor; however, they can apply directly to the guarantor in the following cases:

1. Obtaining a final insolvency certificate as a result of the proceedings against the debtor.
2. Proceedings against the debtor in Turkey become impossible or significantly more difficult.
3. Decision of the debtor's bankruptcy.
4. The debtor has been given a concordat.

If the receivable is also secured with a pledge before or during the suretyship, in ordinary surety the surety may request that the receivable be taken from the pledged subject first. However, if it has been decided to bankrupt the debtor or to give him a concordat, this provision does not apply.

If a guarantor has been provided only for closing the gap, in cases where the proceedings against the debtor result in the receipt of a final insolvency document, or in cases where proceedings against the debtor in Turkey become impossible or the concordat is finalized, a direct application can be made to the guarantor. In the contract, it may be decided that in these cases the creditor must apply to the principal debtor first.

2. Joint surety

ARTICLE 586- If the surety has accepted to be liable as a joint guarantor or with any expression that has this meaning, the creditor may follow the surety without following the debtor or converting the immovable pledge into money. However, for this to happen, the debtor must be delayed in performance and the notice must be ineffective or clearly insolvent.

If the receivable is secured by a pledge of movables or a pledge of receivable, no application to the guarantor can be made before the pledge is converted into money. However, in cases where it is determined by the judge in advance that the receivable cannot be fully met by converting the pledge into money, or the debtor goes bankrupt or a concordat is granted, the guarantor may also be applied before the pledge is converted into money.

3. Bail together

ARTICLE 587- If more than one person is a guarantor for the same debt, each of them
He is responsible for his own share as the ordinary guarantor and for the share of others as the guarantor for the surety.

Each of the guarantors, who are obliged to act as a joint guarantor with the debtor or among themselves, shall be liable for the entire debt. However, a surety may refrain from paying more than his share, unless proceedings have been initiated against all guarantors that are previously or simultaneously liable with him and that can be followed in Turkey. A guarantor may also exercise this right if other guarantors have paid their shares or have provided security in kind. Without prejudice to the agreements on the contrary, the guarantor who pays the debt has the right of recourse against the other guarantors to the extent that they have not paid their shares before. This right can also be exercised before recourse to the debtor.

If the creditor knows or needs to know that there are other persons assuming or will be a surety for the same receivable, if this assumption is not fulfilled later or if one of the surety is saved from the surety debt by the creditor or it is decided that the surety is void, the surety is discharged from the surety debt.

survives.

Each of the guarantors for the same debt, independently of each other, is responsible for the entirety of the surety debt. However, the guarantor who pays the debt has the right of recourse to the others in proportion to his share in the total amount of the surety, unless there is an agreement to the contrary.

4. surety and recourse guarantor

ARTICLE 588- The guarantor, who gives assurance to the creditor for the debt of the surety, is liable together with the surety like the ordinary guarantor.

The recourse guarantor is the guarantor who guarantees that the surety will get recourse from the debtor.

II. Common provisions

1. Relationship between surety and creditor

a. Scope of liability

ARTICLE 589- The surety shall, in any case, pay the maximum amount specified in the surety contract as responsible.

Unless otherwise agreed in the contract, the guarantor is limited to the maximum amount specified. is responsible for the following:

1. The principal debt and the legal consequences of the debtor's fault or default.
2. Expenses of the proceedings and lawsuits brought against the debtor and, if necessary, the costs caused by the delivery of the pledges to the surety and the transfer of the pledge rights, provided that the creditor notifies the surety in an appropriate time that he can prevent them from being made by paying the debt.
3. Contractual interest for a working year and a working year, and if necessary, bonds interest on the principal loaned in return for a working year and a working year.

Unless expressly agreed in the contract, the surety is only responsible for the debts of the debtor after the conclusion of the surety agreement.

The surety is responsible for the damage and penalty caused by the nullity of the original debt relationship. Agreements that will be responsible for the condition are strictly null and void.

b. Follow-up of the guarantor

ARTICLE 590- Even if the main debt is due before due to the bankruptcy of the debtor, No action can be taken against the guarantor before the specified maturity date.

In all types of surety, the surety may request from the judge to stop the proceedings against him until the current pledges are converted into money and the final insolvency certificate is received or a concordat decision is made as a result of the proceedings against the debtor.

If the actual debt is due, depending on the creditor or debtor's prior notice, this period for the surety debt begins to run on the date the notification is made to the surety.

If the debtor's domicile in a foreign country has become impossible or limited due to reasons such as payment of debt, foreign exchange transactions or prohibitions regarding money transfer, the guarantor whose domicile is in Turkey may object to the follow-up for this reason.

c. Defies

ARTICLE 591- The surety has the right to assert against the creditor all the defenses which belong to the principal debtor or his heirs and which do not arise from the original debtor's inability to pay, and must assert them. The state of knowingly surety for a debt that the debtor is not liable due to mistake or incapacity to conclude a contract or a debt that has expired is excluded from this provision.

Even if the principal debtor has waived a defense that belongs to him, the surety can still claim this defense against the creditor.

If the surety pays without knowing the existence of the original debtor's defenses, he has the right of recourse. On the other hand, if the main debtor proves that the surety knows or should have known these defenses, the surety loses his right of recourse to the extent that he would have avoided payment if they had been claimed.

If the surety for a debt arising from gambling or betting knew this nature of the debt, even, the original debtor may claim defenses.

D. Due diligence, delivery of pledges and debentures

ARTICLE 592- If the creditor reduces the pledge rights, security and pre-emptive rights that existed during the suretyship or obtained later on as a special guarantee of the receivable from the principal debtor, to the detriment of the surety, the liability of the surety shall also be in an appropriate amount, unless the creditor proves that the damage is less. decreases. The right of the guarantor to request the return of the amount paid in excess is reserved.

In the event of a surety for the employees, if the creditor neglects the supervision he is obliged to or does not show the care that can be expected from him, and the debt has arisen for this reason or if it has increased to a degree that it cannot reach if he shows such care, he cannot demand this debt or the increased part of the debt from the guarantor.

The creditor is obliged to deliver the debt notes that may be useful to the guarantor who pays the debt and to provide the necessary information. The creditor is obliged to deliver the pledges and other assurances existing during the suretyship or subsequently provided by the principal debtor to the surety or to take the necessary actions for their transfer. The pledge and lien rights of the creditor due to other receivables are reserved to the extent that they come before the rights of the surety.

The creditor does not fulfill his obligations without a justified reason, If he disposes of existing documents or pledges or other guarantees for which he is responsible, the surety is released from his debt. In this case, the guarantor may request the return of what he has paid and the compensation of any additional damage, if any.

to. Requesting acceptance of payment

ARTICLE 593- Even if it is due to the bankruptcy of the debtor, if the debt is due, the surety can always ask the creditor to accept the payment to be made. In the event that more than one person is the guarantor for a debt, the creditor is obliged to accept the partial payment to be made by one of the guarantors, provided that it is not less than the share of the guarantor who proposes it.

If the creditor refrains from accepting the payment without just cause, the surety is released from his debt; In the case of joint and joint suretyship, the liability of the guarantors is reduced by the amount of their share.

If the creditor has consent, the surety may also pay the original debt before it becomes due. However, in this case, the surety cannot exercise his right of recourse against the principal debtor before the debt becomes due.

f. Notification, registration in bankruptcy and concordat

ARTICLE 594- If the principal debtor is delayed by six months in the payment of the principal or the interest for the half-year period, or in the principal payments foreseen to be made from year to year, the creditor must notify the surety. Upon request, the creditor must always inform the surety about the scope of the original debt.

If the principal debtor's bankruptcy has been decided or the debtor has requested a concordat, the creditor must register his receivables and do what is necessary to protect his rights.

When the creditor learns that the debtor has gone bankrupt or that the debtor has been given a concordat, he must notify the surety.

If the creditor does not fulfill one of the requirements set forth in the above paragraphs, he loses his rights against him in the amount of the damage suffered by the surety.

2. The relationship between the surety and the debtor

a. The right to seek security and relief from debt

ARTICLE 595- The guarantor may request assurance from the principal debtor and, if the debt is due, to be relieved of the debt in the following cases:

1. The principal debtor is bound by the obligations he has undertaken against the surety, especially within a certain period of time. if he has violated his promise to free himself from debt.

2. If the principal debtor is in default or relocating his place of residence to another country if the proceedings have become significantly more difficult because of it.

3. The danger to the surety as a result of the deterioration of the principal debtor's financial condition, the loss of value of the guarantees or the debtor's negligence has increased significantly compared to the date of the suretyship.

b. The guarantor's right of recourse

ARTICLE 596- The surety becomes a successor to the rights of the creditor to the extent that he performs. The surety can use these rights when the main debt becomes due.

Unless otherwise agreed, the surety becomes the successor of the pledge rights and other guarantees provided for the same claim, only those that existed at the time of the suretyship or that were subsequently given specifically for this claim by the principal debtor himself. The guarantor, who partially fulfills the creditor, becomes the successor only to the part of the pledge right that meets it. The creditor's remaining right of claim on the subject of pledge comes first from the surety's right of pledge.

Claims and defenses arising from the legal relationship between the surety and the principal debtor are reserved.

If the pledge that constitutes the guarantee of a receivable is converted into money or the debt is paid by the pledger, the owner can use his right of recourse against the surety only if there is such an agreement between the surety and himself or if the pledge is given by a third party afterwards.

The statute of limitations regarding the guarantor's right of recourse begins to run as soon as the surety performs to the creditor.

The surety has no right of recourse against the principal debtor if he pays for a debt that does not give a right of action or that does not bind the principal debtor due to mistake or incapacity. However, if the surety undertakes to be liable for a barred principal debt as the debtor's agent, the principal debtor is liable to him in accordance with the provisions of the mandate contract.

c. Notification burden of the guarantor

ARTICLE 597- The guarantor who fully or partially pays the debt, informs the debtor of the situation. has to.

If the surety does not make this notification and the debtor who does not know or does not need to know the payment also performs to the creditor, he loses his right of recourse.

The guarantor's right of action arising from unjust enrichment against the creditor is reserved.

D. Termination

I. Pursuant to Law

ARTICLE 598- Regardless of the reason, when the original debt is terminated, the surety is also discharged from his debt. survives.

If the debtor and the guarantor are combined in the same person, the special debt arising from the surety for the creditor. benefits remain.

Any surety given by a natural person
It disappears automatically after ten years from its establishment.

An extended or new bail, even if bail has been given for more than ten years
Unless given, the guarantor can only be followed until the expiry of the ten-year period.

The bail period may be extended for a new maximum period of ten years, provided that it is made one year before the expiry of the bail at the earliest, with the written statement of the surety in accordance with the form of the surety contract.

II. bail out

ARTICLE 599- In a surety for a future debt, if the financial condition of the debtor before the birth of the debt has deteriorated significantly after the conclusion of the surety agreement, or if it turns out that the financial situation is much worse than the surety assumed in good faith during the suretyship, the surety shall make a written notification to the creditor, time can be withdrawn from the surety agreement.

The surety is obliged to compensate for the loss suffered by the creditor due to his reliance on the surety.

III. On term bail

ARTICLE 600- In the periodical suretyship, the surety is relieved of his debt at the end of the period.

IV. On indefinite bail

ARTICLE 601- In non-termed surety, the surety is to use the right of action and proceeding against the debtor, if any, by converting the pledge into money, and to follow-up without interruption, when the main debt becomes due, at all times in the ordinary surety and in cases stipulated by the law, in the cases stipulated by the law. may want to continue.

If the debt is due as a result of the notification made by the creditor to the debtor, the surety may request the creditor to make this notification one year after the date of establishment of the surety contract and to use the rights of prosecution and lawsuit in accordance with the provisions of the above paragraph when the debt becomes due in this way.

If the creditor does not fulfill these demands of the surety, the surety is released from his debt.

V. Guaranteeing employees

ARTICLE 602- In non-termed suretyship, the guarantor is given every three years, the following year's guarantee. may declare that he has terminated the contract with effect at the end of the day.

E. Field of application

ARTICLE 603- The provisions regarding the form of suretyship, the capacity to be a surety and the consent of the spouse are also applied to other contracts made under another name by real persons regarding the provision of personal guarantees.

CHAPTER SIXTH

Gambling and Betting

A. Litigation and failure to follow up

ARTICLE 604- No lawsuit can be filed and no follow-up can be made about the receivable arising from gambling and betting.

The same provision shall apply to forward sales made on the basis of price difference of goods traded in the stock exchange, foreign currencies and valuable papers if they are in the nature of gambling and bets, and advances and borrowed money deliberately given for gambling or betting.

B. Issuing debt securities and paying at will

ARTICLE 605- Even if the ordinary debt or bill of exchange signed by the gambler or bettor has been transferred to a third party, no one can sue or pursue on the basis of them. Rights provided by negotiable documents to bona fide third parties reserved.

Voluntary payments for gambling and betting debt cannot be recovered. However, a voluntary payment may be withdrawn if the proper execution of the gamble or bet is hindered by the contingency or by the act of the other party, or if the other party has rigged the gamble or bet.

C. Lottery and other games of chance

ARTICLE 606- Unless its arrangement is permitted by law or authorized authorities, no lawsuit can be filed and no follow-up can be made about the receivables arising from the lottery and other games of chance. Where this is not permitted, gambling provisions also apply to lotteries and other games of chance.

Lotteries and other games of chance, which are organized in foreign countries in accordance with their own rules, cannot benefit from legal protection unless authorized by the Turkish authorities to sell their tickets.

CHAPTER SEVENTEEN

Lifetime Income and Care Until You Die Agreements

FIRST SECTION

Lifetime Income Agreement

A. Definition

ARTICLE 607- Lifetime income contract is the contract in which the income debtor undertakes to perform certain periodic acts to the income creditor, one of them or a third person throughout his life.

The contract is deemed to have been made for the life of the income creditor, unless there is an express provision to the contrary.

Income limited to the life of the income debtor or a third party,
Unless otherwise agreed, the income passes to the heirs of the creditor.

B. Shape

ARTICLE 608- A lifetime income contract is not valid unless it is made in writing.

C. Rights of the income creditor

I. Exercise of the right

ARTICLE 609- Unless otherwise agreed in the contract, lifetime income, every six months and paid in advance.

Even if the person whose period of income is tied to his life dies before the end of the period for which the prepayment is foreseen, the entire income of that period is deemed to be owed by the income debtor.

If the income debtor goes bankrupt, the income creditor acquires the right to register with the bankruptcy desk an amount corresponding to the principal to be paid by the relevant social security institution in order to obtain the periodic income that the income debtor is liable for.

II. Transferability

ARTICLE 610- Unless otherwise agreed in the contract, the income creditor may transfer his rights to someone else. can transfer.

SECOND SECTION

Care Until You Die Agreement

A. Definition

ARTICLE 611- The contract of care until death is the contract in which the care debtor undertakes to look after the care creditor until he dies, and the care creditor undertakes to transfer an asset or some asset values to him.

Maintenance debtor, if the heir is appointed by the maintenance creditor, do not care until death
The provisions of the inheritance contract apply to the contract.

B. Shape

ARTICLE 612- Even if the contract of care until death does not include the appointment of an heir,
It is not valid unless it is made in the form of an inheritance contract.

The contract is determined by the competent authorities by a state-recognized care institution.
If it is made in accordance with the conditions, the written form is sufficient for its validity.

C. Assurance

ARTICLE 613- The maintenance creditor, who has transferred an immovable to the maintenance debtor,
has the legal right of mortgage on this immovable, like the seller, in order to secure his rights.

D. Subject

ARTICLE 614- The care creditor joins the care debtor's family community with the conclusion of the contract.
The care debtor is obliged to perform the actions required by equity, according to the value of the goods he has purchased and the social status of the care creditor, to the care creditor.

The care debtor provides particularly suitable food and housing to the care creditor,
He has to take care of his illness with due care and have him treated.

The scope and performance of the maintenance debt of the institutions established for the purpose of caring for the persons they accept until their death is determined by the general regulations prepared by them and approved by the competent authorities. These arrangements are considered as part of the contract.

E. Cancellation and repeal

ARTICLE 615- If the care creditor loses the opportunity to fulfill his obligation to the persons to whom he is liable for alimony according to the law due to the maintenance contract until his death, those who are deprived of this can request the cancellation of the contract.

Instead of canceling the contract, the judge may decide to pay alimony to the persons to whom the care creditor is liable for alimony, to be deducted from the performance of the care debtor.

The right of the heirs to annul and the creditors to file an action for annulment are reserved.

F. Termination

I. Termination by giving

preliminary notice ARTICLE 616- If there is a significant disproportion between the acts of the parties and the party who receives the surplus cannot prove that the donation was intended, the other party may terminate the contract at any time, provided that six months' notice is given. In the determination of this disproportion, the difference between the capital value corresponding to the value given to the care debtor by the relevant social security institution and the income to be tied is taken as basis.

Performances performed in the period up to the moment of termination of the contract, principal and It is evaluated together with the interest and returned to the creditor as a result of the equalization.

II. Termination without notice

ARTICLE 617- If the continuation of the contract becomes unbearable due to the breach of the obligations arising from the contract or if other important reasons make the continuation of the contract impossible or extremely difficult, each party may terminate the contract without prior notice. If the contract is terminated for any of these reasons, the faulty party returns what it received and is obliged to pay the faultless party an appropriate compensation for the damage suffered as a result.

The judge may find that the contract is terminated without prior notice, or, at the request of one of the parties, or by itself, by ending their life in the family community, it may attach a lifetime income to the care creditor.

III. Death of the care debtor

ARTICLE 618- If the maintenance debtor dies, the maintenance creditor may request the termination of the contract within one year. In this case, in case of bankruptcy of the maintenance debtor, the maintenance creditor may request from the heirs of the maintenance debtor to be paid an amount equal to the amount he may request from the bankruptcy desk.

G. Claim in case of inalienability, bankruptcy and attachment

ARTICLE 619- The care creditor cannot transfer his right to anyone else.

In the event of the bankruptcy of the care debtor, the care creditor acquires the right to register an amount equal to the principal value that must be paid by the relevant social security institution in order to obtain the periodic income that the debtor is obliged to pay, to the bankruptcy desk.

The maintenance creditor, against the debtor by third parties, in order to meet this claim. may participate in the lien in progress.

CHAPTER Eighteen

Ordinary Partnership Agreement

A. Definition

ARTICLE 620- Ordinary partnership agreement, the labor of two or more persons and
It is a contract in which they undertake to combine their goods to achieve a common purpose.

If a partnership does not have the distinctive features of partnerships regulated by law, it
shall be deemed to be ordinary partnership subject to the provisions of the section.

B. Relationship between partners

I. Contribution share

ARTICLE 621- Each partner is obliged to put a contribution to the partnership as money, receivables or other
goods or labor.

Unless otherwise agreed in the contract, participation shares are required by the purpose of the partnership.
importance and quality and must be equal to each other.

If the participation share of a partner consists of the use of something, in the lease agreement; If it consists of
the ownership of something, the provisions regarding the liability for damage, defect and seizure in the sales contract are
applied by analogy.

II. gain and loss

1. Sharing the profit

ARTICLE 622- The partners are obliged to share among themselves all the profits belonging to the partnership
due to its nature.

2. Participation in profit and loss

ARTICLE 623- Unless otherwise agreed in the contract, the profit and loss of each partner
share is equal regardless of the value and nature of the participation share.

If one of the partners' participation in profit or loss is determined in the contract, this
determination also refers to the share in the other.

Agreement that a partner will only participate in profits without participating in losses, but
It is valid only for the partner who has put his labor as a share of participation.

III. Partnership decisions

ARTICLE 624- The decisions of the partnership are taken unanimously by all partners.

If it is stated in the contract that the decisions will be taken by majority vote, the majority is determined according to the
number of partners.

IV. Management of the partnership

ARTICLE 625- The management, by contract or decision, only belongs to one or more of the partners.
All partners have the right to manage the partnership, unless it is left to a third party.

If the partnership is managed by all or a few of the partners, each of them can transact without the participation of the others; however, any partner authorized to manage the partnership can prevent this transaction by objecting to the transaction before its completion.

The unanimity of all partners is required for the appointment of a general authorized representative to the partnership and for the execution of the extraordinary business of the partnership. However, in cases where delay is inconvenient, each of the managing partners is authorized in this regard.

V. Responsibility between partners

1. Prohibition of competition

ARTICLE 626- Partners, for the benefit of themselves or third parties, They cannot do things that hinder or harm their purpose.

2. Expenses and works done by the partners

ARTICLE 627- The other partners are liable to him for the expenses incurred by one of the partners for the partnership works or for the debts he has undertaken; Other partners are obliged to compensate for the losses incurred by this partner directly due to the management works and the losses arising from the dangers arising from the management of the partnership.

The partner who gives money to the partnership as an advance may demand interest starting from the day it is given.

A partner who has made efforts for partnership affairs, although he is not obligated, may request a compensation as required.

3. Debt of care

ARTICLE 628- Each partner is obliged to show as much effort and care in partnership affairs as they do in their own business.

Each partner, against the others, the damage caused by his own fault, to the partnership in other works. It is obliged to resolve it without the right to set off with the benefits it provides.

The partner, who carries out the partnership affairs for a fee, becomes responsible according to the provisions of the proxy.

VI. Removal and limitation of management authority

ARTICLE 629- The management authority given to one of the partners by the partnership agreement cannot be removed or limited by the other partners without a justified reason.

Even if there is a provision in the partnership agreement that the authorization cannot be removed, If there is a justifiable reason, each of the other partners can remove the management authority.

There are good reasons, especially when the managing partner has grossly neglected his duties or has lost the skills necessary for good management.

VII. Relationship between managing partners and other partners

1. In general

ARTICLE 630- Unless there is a contrary provision in this part of the law or in the partnership agreement, the relations between the managing partners and other partners are subject to the provisions of the proxy contract.

In cases where a partner who does not have the authority to manage the partnership carries out the business of the partnership or exceeds the authority of the partner with this authority, the provisions regarding business without a power of attorney are applied.

Managing partners are obliged to give an account at least once a year and to pay their share of earnings to the partners. The agreement regarding the extension of the accounting period is strictly null and void. The same rule applies if the managing partner is not one of the partners.

2. Reviewing partnership business

ARTICLE 631- Even if there is no management authority, each partner has the right to obtain information about the operation of the partnership, to examine its books and records, to take samples from them and to summarize its financial situation.

On the contrary, contracts are absolutely void.

VIII. Changes between partners and in the partnership structure

1. New partner recruitment and sub-participation

ARTICLE 632- Recruitment of a new partner to the partnership depends on the consent of all partners.

One of the partners unilaterally makes a third party a partner in his share in the partnership, or
If he transfers his share to him, this third person cannot gain the title of partner.

2. Exit and expulsion from the partnership

a. Generally

ARTICLE 633- If there is a provision in the contract that the partnership will continue with other partners, in case a partner declares termination, is restricted, becomes bankrupt, his share in the liquidation is converted into money through forcible execution or dies, when one of these situations occurs, that partner or his representative or the heir of the deceased partner will be discharged from the partnership. may be removed from the partnership with a written notification by the other partners.

b. Liquidation of partnership share

ARTICLE 634- In the event that a partner leaves or is removed from the partnership, his share, other
automatically passes to the partners in proportion to their shares.

Other partners are not only obliged to return the goods they left to the partnership, but also to pay the liquidation share that would have been paid if the partnership had been liquidated on the date of termination of the partnership, by relieving them of joint liability arising from the due debts of the partnership. For the debts of the partnership that are not due yet, the other partners may give a guarantee to the partner, instead of rescuing the exited or removed partner from the debt. The liquidation share of the exiting or expelled partner shall be calculated by a financial expert as of the date of termination of the partnership title. In case the parties cannot agree on the expert, this person is appointed by the judge.

c. Insufficient assets

ARTICLE 635- If the assets of the partnership are not sufficient to meet its debts on the date of termination of the partnership title, the exiting or expelled partner is obliged to pay the debt amount falling to his share to the other partners within the framework of the regulations regarding participation in the loss.

D. unfinished business

ARTICLE 636- The partner who has left or is removed participates in the profit or loss arising from the works that have not been completed yet during the period of being a partner.

The person whose partnership status has ended, as of the end of that accounting year, is entitled to the profit share, if any, to be deducted from the partnership due to the completed works; may also request necessary information about ongoing works.

C. Relationship of partners with third parties

I. Representation

ARTICLE 637- The partner who transacts with a third party on his own behalf and on behalf of the partnership becomes a creditor and debtor himself against this person.

If one of the partners makes a transaction with a third party on behalf of the partnership or all partners, the other partners can only be considered as the creditor or debtor of that person in accordance with the provisions regarding representation. they become.

The partner who is given the management task is deemed to have the authority to represent the partnership or all partners against third parties. However, it is obligatory that the authorization regarding the important dispositions to be made by the managing partner with the authority to represent must be given unanimously by all the partners and this matter must be clearly stated in the authorization document.

II. Results of representation

ARTICLE 638- Things acquired for the partnership or transferred to the partnership, receivables and real rights belong to all partners jointly within the framework of the partnership agreement.

Unless otherwise provided in the partnership agreement, a partner's creditors can only exercise their rights over that partner's share in the liquidation.

Partners, jointly or through a representative, are jointly and severally liable to a third party for the debts they have assumed within the framework of the partnership relationship, unless otherwise agreed.

D. Termination of partnership

I. Reasons for termination

1. In general

ARTICLE 639- The partnership terminates in the following cases:

1. The realization of the purpose envisaged in the partnership agreement or when it becomes impossible to realize it.
2. If there is no provision in the contract regarding the continuation of the partnership with the heirs, with the death of one of the partners.

3. If there is no provision in the contract that the partnership will continue, a partner's restriction, bankruptcy or liquidation of its share in the liquidation by forceful execution.

4. With the unanimous decision of all partners.

5. Upon the expiry of the agreed period for the partnership.

6. Upon notification of dissolution by a partner, where the right to declare dissolution is reserved in the partnership agreement, or if the partnership has been established for an indefinite period or for the lifetime of one of the partners.

7. In the presence of justified reasons, termination is always without any other condition.
at the request of a court order.

2. Indefinite partnership

ARTICLE 640- The partnership is for an indefinite period or for the life of one of the partners.
each of the partners may give six months notice of termination.

Notice of termination is done in violation of the rules of good faith and especially in an improper manner.
cannot be done in time. The notice of termination takes effect only at the end of the accounting year.

If the partnership is continued with the implicit will of the partners after the expiry of the period stipulated in the contract, it turns into an indefinite partnership.

II. The effect of dissolution on the management of the partnership

ARTICLE 641- If the partnership is terminated by any other means other than the notice of termination, the authority of a partner to manage the partnership affairs continues for himself until the time he learns about the termination or could learn if he had shown the due diligence required by the situation.

If the partnership ends with the death of one of the partners, the heir of the deceased partner is obliged to notify the other partners immediately. The heir continues the business that the deceased partner was carrying out before, within the framework of the rules of honesty, until the necessary measures are taken.
Other partners, on a temporary basis, continue to conduct the partnership business in the same way.

III. Liquidation

1. Action to be taken for participation share

ARTICLE 642- The partner who has put the ownership of something as a contribution share cannot take that thing back as it is, as a result of the liquidation to be made upon the termination of the partnership; however, he can ask for whatever value is determined for the contribution share he has put.

If this value is not set, the takeback is the same as when the item was put in as contribution margin.
done on the value.

2. Gain and loss sharing

ARTICLE 643- If something increases after the debts of the partnership are paid and the advances given by each of the partners to the partnership, the expenses made for the partnership and the participation share it has put are returned, this profit is shared among the partners.

The remaining assets of the partnership after the debts, expenses and advances are paid
If it is not enough to return the participation shares they have put in, the loss is shared among the partners.

3. Liquidation procedure

ARTICLE 644- In case of dissolution of the partnership, liquidation is carried out jointly by all partners, including non-management partners. However, if in the partnership agreement, certain transactions are stipulated by one of the partners on his own behalf and on behalf of the partnership, this partner is obliged to carry out those transactions alone and to be accountable to the others after the termination of the partnership.

The partners may appoint a liquidator to carry out the liquidation works. If they cannot agree on this issue, each of the partners may request the appointment of the liquidator by the judge.

The fee to be paid to the liquidator is determined by the judge, taking into account the labor required by the liquidation and the income of the partnership assets, unless there is a provision in the contract or a unanimous decision by the partners, and if this is not possible, it is paid by the partners severally from the partnership assets.

Regarding the liquidation procedure or the share to be distributed to each partner as a result of the liquidation Disputes that may arise are resolved by the judge upon the request of the relevant parties.

IV. Liability to third parties

ARTICLE 645- Termination of partnership, obligations to third parties
does not change.

Relationship with Turkish Civil Code

ARTICLE 646- This Law is based on the Turkish Civil Code dated 22/11/2001 and numbered 4721.
It is the Fifth Book and its complement.

Law repealed

ARTICLE 647- The Code of Obligations dated 22/4/1926 and numbered 818 has been repealed.

PROVISIONAL ARTICLE 1- (Annex: 8/6/2022-7409/4 art.)

In terms of residential rents, agreements regarding the rental price to be applied in renewed rental periods between the date of entry into force of this article and 1/7/2023 (including this date) are valid, provided that it does not exceed twenty-five percent of the rental price of the previous rental year. If the rate of change in the consumer price index of the previous rental year is below twenty-five percent compared to the twelve-month averages, the rate of change is valid. This rule also applies to lease agreements for more than one year. Contracts made to exceed these rates are invalid in terms of excess amount. The provision of this paragraph is also applied for the decisions to be made by the judge pursuant to the second paragraph of Article 344.

Force

ARTICLE 648- This Law enters into force on 1 July 2012.

Executive

ARTICLE 649- The provisions of this Law are executed by the Council of Ministers.

PROVISIONS THAT CANNOT BE IMPLEMENTED IN THE LAW NO 6098

1- This is the provision of the Law No. 6217 dated 31/3/2011:

PROVISIONAL ARTICLE 2 – (Amended: 4/7/2012-6353/53 art.)

323, 325, 331, 340, 342, 343, 344, 346 and 354 of the Turkish Code of Obligations, dated 11/1/2011 and numbered 6098, for workplace rents where the lessee is a merchant in the Turkish Commercial Code and legal entities of private law and public law. articles are not applied for 8 years as of 1/7/2012. In this case, the provisions of the lease contract shall be applied in accordance with the freedom of contract regarding the subjects specified in these articles in the lease contracts.

In cases where there is no provision in the lease agreements, the provisions of the abrogated Code of Obligations are applied.

**LEGISLATION BRINGING ADDITIONALS AND AMENDMENTS TO THE LAW NO 6098 OR
ENTRY INTO FORCE OF CONSTITUTIONAL COURT DECISIONS
TABLE SHOWING THE DATES**

Amending Law/ Decree or Cancellation Constitutional Court Decision Number	Amended or Canceled Articles of Law No. 6098	Effective Date
6111	15	1/7/2012
6217	Unworkable Provision	14/4/2011
6353	Unprocessable Provision	12/7/2012
6455	584	11/4/2013
Decree/700	256, 407	together on 24/6/2018 Turkish Grand National As a result of the parliamentary and presidential elections When the President took his oath, (9/7/2018)
7161	344	On the date of publication, effective from 1/1/2019
7409	Provisional Article 1	11/6/2022